



Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# State of West Virginia Master Agreement

Order Date: 05-03-2022

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0231 0231 OOT2200000002 1	Procurement Folder:	1036659
Document Name:	Data Center 2.0 RFP (OT22099)	Reason for Modification:	
Document Description:	Data Center 2.0 RFP (OT22099)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-05-15
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2024-07-21

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000224297 PERSPECTA ENTERPRISE SOLUTIONS LLC 12975 WORLDGATE DR  HERNDON VA 20171 US Vendor Contact Phone: 999-999-9999 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Andrew C Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount:

Open End

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *May 13, 2022*  
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *5/19/2022*  
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *5-20-2022*  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

This contract identified as CMA OOT2200000002 is created for administrative purposes only and is intended to change the name of the vendor identified in contract no.CMA OOT2100000001 from ViON Corporation (V/C account 000000193349) to Persepcta Enterprise Solutions LLC (V/C account 000000224297). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change: 05/15/2022  
Old procurement folder: 655755  
No other changes.

Effective Dates: 05/15/2022 - 07/21/2024

3 Renewals Remaining

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81110000			LS	0.000000
	Service From	Service To			

Commodity Line Description: Data Center 2.0

**Extended Description:**

Please see Exhibit A Pricing Page for pricing information.





Department of Administration  
Purchasing Division  
2019 Washington Street East  
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Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

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**Extended Description:**

Please see Exhibit A Pricing Page for pricing information.

July 26, 2021

Sarah Lynn  
Vice President & Deputy General Counsel  
Peraton Corp.  
14295 Park Meadow Drive  
Chantilly, VA 20151

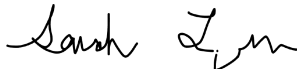
Subject: Peraton Corp. acquisition of Perspecta Inc.

To Whom it May Concern:

Effective May 6, 2021, Peraton Corp. completed its acquisition of Perspecta Inc. and its subsidiaries. A copy of the press release is available at: [www.peraton.com/category/press-releases/](http://www.peraton.com/category/press-releases/) and this transaction is detailed in several public filings with the SEC, including the current reports filed on Form 8-K on May 6, 2021 which announce the close of this transaction and describe the nature of the acquisition, available by visiting <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching "Perspecta Inc."

Following this transaction, the Perspecta entities are now affiliates of the other Peraton Corp. subsidiaries, including Peraton Inc. All heritage Peraton and Perspecta contracting entities will continue to operate, although we anticipate changing the name of certain heritage Perspecta entities later this year to reflect Peraton branding.

Sincerely,

A handwritten signature in black ink that reads "Sarah Lynn".

Sarah Lynn

February 2, 2022

West Virginia Office of Technology  
West Virginia Regional Technology Park  
2020 Union Carbide Drive, Building 6000  
South Charleston, WV 25303

Attention: Andrew Lore  
Jamison Mitchell

Subject: Request for Cancellation / Reassignment of Master Agreement and Delivery Orders  
in order to effect the Name Change from ViON Corporation to Perspecta Enterprise  
Solutions LLC

Reference: Master Agreement #CMA 0231 OOT2100000001 1 - for WVOT Data  
Center 2.0 Application Migration Enterprise Architecture Support, and supporting  
Delivery Orders

Dear Mr. Lore,

Peraton Inc., acting through its Perspecta Enterprise Solutions LLC business entity (hereinafter referred to as “Perspecta”), hereby requests that the Master Agreement and Delivery Orders between West Virginia Office of Technology and ViON Corporation (hereinafter referred to as “ViON”) be canceled, and reassigned to Perspecta, due to the acquisition of ViON by Perspecta, and subsequent name change in September 2021. Attached is the Asset Purchase Agreement which reflects the acquisition of ViON by Perspecta. Our State of West Virginia Oasis Vendor Number is 000000224297.

Should you have any questions or require clarification, please contact me at 571-246-2333 or via email at [Donna.Spear@mail.peraton.com](mailto:Donna.Spear@mail.peraton.com).

Sincerely,



Donna Spear  
Contracts Administrator IV  
Defense Solutions Sector

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**ASSET PURCHASE AGREEMENT**

**dated as of**

**September 21, 2021**

**by and between**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

**and**

**VION CORPORATION**

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## **Annexes**

Annex A – Accounting Principles

## **Attachments**

Attachment I – Transition Services Agreement

Attachment II – Bill of Sale

Attachment III – Domain Name Assignment Agreement

Attachment IV – Subcontract Pending Novation

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “Agreement”), dated as of September 21, 2021, is entered into by and between Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Buyer”) and ViON Corporation, a Delaware corporation (“Seller”). Each of Buyer and Seller is referred to herein as a “Party” or collectively as the “Parties”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 1.1.

### **RECITALS**

WHEREAS, Seller and certain of its Subsidiaries are engaged in, among other things, the Business, and Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the Business, upon the terms and subject to the conditions set forth herein;

WHEREAS, Seller owns, directly or indirectly, all of the Purchased Assets; and

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, the Purchased Assets for the consideration set forth in Article II and the assumption by Buyer of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, Buyer and Seller agree as follows:

### **ARTICLE I. CERTAIN DEFINITIONS**

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

“Accounting Principles” shall mean the accounting methods, assumptions, policies, principles, practices and procedures set forth in Annex A.

“Action” means any claim, action, suit, audit, assessment, arbitration, inquiry, proceeding or investigation (whether civil, criminal or administrative), in each case, by or before any Governmental Authority.

“Additional Adjustment Amount” means the amount (which may be positive or negative) equal to (a) the aggregate amount of IRS MIDS Contract deferred revenue, *less* (b) the aggregate amount of IRS MIDS Contract capital expenditures, in each case, as of 11:59 p.m. local time in New York, New York on the day immediately prior to the Closing Date.

“Adjustment Escrow Account” means a separate escrow account established pursuant to the terms of the Escrow Agreement to hold the Adjustment Escrow Funds.

“Adjustment Escrow Amount” means an amount equal to \$2,500,000.

“Adjustment Escrow Funds” means the amounts held in the Adjustment Escrow Account, including any dividends, interest, distributions and other income received in respect thereof, less any losses on investments thereof, less distributions thereof in accordance with this Agreement and the Escrow Agreement.

“Affiliate” means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise.

“Affiliate Transaction” means any material Contract, transaction or other arrangement entered into between Seller or any of its Subsidiaries, in each case, in respect of the Business, the Purchased Assets or the Excluded Liabilities, in each case, with, in favor or for the benefit of, or involving the making of any payment or transfer of assets to or guarantee or obligation of (a) any Business Employee (in each case, other than customary employment or consulting agreements and the Company Plans), (b) any equityholder of Seller, (c) Affiliate of Seller or any of its equityholders or (d) any director, officer, employee, member, manager, partner or equityholder of any Person described in the foregoing clause (c).

“Agreement” has the meaning specified in the preamble hereto.

“Anti-Corruption Laws” means any applicable Law related to corruption or bribery, including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the anti-corruption and anti-bribery legislation of the European Union, as adopted and made applicable by its member states, and any other applicable Law that relates to bribery, corruption, kick-backs or other improper payments.

“Assumed Liabilities” has the meaning specified in Section 2.1(d).

“Audited Financial Statements” has the meaning specified in Section 3.5.

“Auditor” has the meaning specified in Section 2.5(c).

“Base Purchase Price” means an amount in cash equal to \$225,000,000.

“Bill of Sale” has the meaning specified in Section 2.9(a)(ii).

“Business” means Seller’s IT as-a-Service solutions business, including the provision of servers, converged and hyper-converged infrastructure, storage arrays, storage area networks, Ethernet networking equipment and accompanying management software to its customers.

“Business Contracts” has the meaning specified in Section 2.1(b)(iv).

“Business Day” means any day that is not a Saturday, a Sunday or other day on which the Federal Reserve Bank of New York is closed.

“Business Employee” means (a) the individuals set forth on Schedule 1.1(a) and (b) each other employee of Seller and its Subsidiaries who Seller and Buyer have mutually agreed to in writing prior to the Closing Date.

“Business Financial Statements” has the meaning specified in Section 3.5.

“Business Insurance Policies” has the meaning specified in Section 3.14.

“Business Intellectual Property” means all Intellectual Property owned by Seller or any of its Subsidiaries and Related to the Business, including all Intellectual Property identified on Schedule 2.1(b)(i), and excluding the Seller Names and Seller Marks.

“Business Leased Real Property” has the meaning specified in Section 2.1(b)(vii).

“Business Permits” has the meaning specified in Section 2.1(b)(x).

“Business Real Property Leases” has the meaning specified in Section 2.1(b)(vii).

“Business Records” has the meaning specified in Section 2.1(b)(xi).

“Business Registered IP” has the meaning specified in Section 3.18(a).

“Business Software” means Software that is Business Intellectual Property.

“Business Tangible Assets” has the meaning specified in Section 2.1(b)(ii).

“Buyer” has the meaning specified in the preamble hereto.

“Buyer 401(k) Plan” has the meaning specified in Section 5.4(d).

“Buyer Indemnified Matters” has the meaning specified in Section 6.2(b).

“Buyer Indemnified Parties” has the meaning specified in Section 6.2(a).

“Buyer Material Adverse Effect” means any Effect that has had, or would reasonably be expected to have, a material adverse effect on the ability of Buyer to perform its obligations under this Agreement, or that would prevent or materially impede, interfere with, hinder or delay the consummation by Buyer of the transactions contemplated hereby.

“CIO-CS Vehicle” means the government-wide acquisition contract number HHSN316201500009W, dated June 14, 2015, by and between National Institutes of Health, NIH Info Tech Acquisition and Assessment Center and ViON Corporation.

“Claim” has the meaning specified in Section 6.3(f).

“Closing” has the meaning specified in Section 2.2.

“Closing Date” has the meaning specified in Section 2.2.

“Closing Net Working Capital” means the aggregate amount of Net Working Capital as of 11:59 p.m. local time in New York, New York on the day immediately prior to the Closing Date.

“Closing Net Working Capital Adjustment Amount” means, as applicable, (a) if Closing Net Working Capital exceeds the Net Working Capital Upper Target, the amount of such excess (expressed as a positive number), (b) if the Net Working Capital Lower Target exceeds Closing Net Working Capital, the amount of such excess (expressed as a negative number), or (c) if Closing Net Working Capital is less than or equal to the Net Working Capital Upper Target and greater than or equal to the Net Working Capital Lower Target, an amount equal to \$0.

“Closing Purchase Price” means an amount equal to (a) Base Purchase Price; *plus* (b) the Closing Net Working Capital Adjustment Amount, *minus* (c) the Additional Adjustment Amount.

“Closing Statement” has the meaning specified in Section 2.5(a).

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” means any information or data that is confidential, nonpublic, or proprietary about Seller, its Subsidiaries or other Affiliates and any of their businesses, operations, clients, customers, prospects, personnel, properties, processes and products, financial, technical, commercial and other information, regardless of the form or format of the information (e.g., written, verbal, electronic or otherwise). “Confidential Information” includes proprietary data, and Intellectual Property of Seller and its Subsidiaries.

“Confidentiality Agreement” means that certain Confidentiality Agreement, dated as of June 22, 2021, by and between Peraton Corp. and Seller (as “Project Hawaii” thereunder).

“Consent” means any required consent, waiver or approval of any third party in connection with the consummation of the transactions contemplated hereby.

“Continuing Employees” has the meaning specified in Section 5.4(a).

“Contracts” means all written or legally binding oral contracts, subcontracts, agreements, arrangements, commitments, understandings, notes, indentures, mortgages, debt instruments, loans, evidence of Debt, letters of credit, covenants not to compete, licenses, franchises, deeds of trust, leases or sublease (whether for release or personal property), licenses, sublicenses, purchase orders for goods or services (subject to the immediately succeeding sentence), powers of attorney, and any other instruments or obligations of any kind (including any amendments and other modifications thereto).

“COVID-19” means the novel coronavirus, SARS-CoV-2 or COVID-19 or any mutation of the same, including any resulting epidemics, pandemics, disease outbreaks or public health emergencies.

“COVID-19 Measures” means any quarantine, isolation, “shelter in place,” “stay at home,” workforce reduction, social distancing, shut down, closure, sequester or any other Law, decree, judgment, injunction or other order, directive, guidelines or recommendations by any Governmental Authority or industry group in connection with or in response to COVID-19, including, the Coronavirus Aid, Relief, and Economic Security Act (CARES).

“CSA” has the meaning specified in Section 3.25.

“Current Government Contract” means a Government Contract under which the period of performance has not yet expired, for which final payment has not been received or under which a Governmental Authority maintains an audit right.

“Damages” means all losses, damages, costs and expenses, liabilities, fines, fees, Taxes, assessments, charges, payments, claims, interests, awards, judgments or penalties (including reasonable attorneys’ and consultants’ fees and expenses) suffered or incurred.

“DCSA” means the U.S. Department of Defense, Defense Counterintelligence and Security Agency (formerly known as the Defense Security Service).

“Debt” means, as of any date and time, with respect to any Person, the following obligations of such Person (including, as applicable, the principal and accrued and unpaid interest thereon and any prepayment, redemption or change of control fees, premiums, penalties or other amounts payable that would arise at the Closing as a result of the discharge of such obligations ): (a) all indebtedness for borrowed money, including such obligations evidenced by notes, bonds, debentures or similar instruments, (b) all obligations under leases required to be treated as capital leases in accordance with GAAP, (c) all reimbursement obligations under commitments that assure creditors against loss, including obligations with respect to letters of credit, bankers’ acceptances, performance bonds, surety bonds or similar obligations, in each case, to the extent drawn, (d) indebtedness for earn-outs or the deferred purchase price of goods, services or property, excluding trade payables and accrued expenses in the ordinary course of business, (e) any liabilities in respect of currency or interest rate swaps, collars, caps, hedges, or similar arrangements, (f) indebtedness secured by a Lien on any Purchased Asset and (g) all obligations in the nature of guarantees of the obligations described in clauses (a) through (f) of this definition of “Debt” of any Person other than such first Person.

“Debt Commitment Letter” means an engagement letter or other agreement or arrangement containing conditions to the Debt Financing.

“Debt Financing” means a debt financing in connection with transactions contemplated hereby.

“Debt to be Repaid” means all Debt of Seller and its Subsidiaries described in clauses (a), (b), (c), (g), (h) and (i) of the definition of “Debt”, in each case, as of immediately prior to the Closing.

“Designated Person” has the meaning specified in Section 7.16(a).

“Determination Date” has the meaning specified in Section 2.5(c).

“Direct Claim” has the meaning specified in Section 6.3(g).

“Directed Purchase Price” means an amount equal to (a) the Estimated Purchase Price; *minus* (b) the Adjustment Escrow Amount, *minus* (c) the Indemnity Escrow Amount, *minus* (d) the Specified Matter Escrow Amount, *minus* (e) the Payoff Amount.

“Domain Name Assignment Agreement” has the meaning specified in Section 2.9(a)(iii).

“Effect” has the meaning specified in the definition of “Material Adverse Effect.”

“Environmental Laws” means any and all applicable foreign, federal, state or local Laws, statutes, ordinances, rules or regulations relating to Hazardous Materials or the protection of the environment or, to the extent related to exposure to Hazardous Materials, human health, as in effect on and as interpreted as of the date hereof.

“ERISA” has the meaning specified in Section 3.10(a).

“ERISA Affiliate” means any trade or business (whether or not incorporated) (a) under common control within the meaning of Section 4001(b)(1) of ERISA with Seller or any Subsidiary (including Ascolta, LLC) of Seller or (b) which together with Seller or any Subsidiary (including Ascolta, LLC) of Seller is treated as a single employer under Section 414(t) of the Code.

“Escrow Agent” means JPMorgan Chase Bank, N.A., a national banking institution incorporated under the laws of the United States.

“Escrow Agreement” means the Escrow Agreement, dated as of the date hereof, by and among Buyer, Seller and the Escrow Agent.

“Estimated Additional Adjustment Amount” has the meaning set forth in Section 2.4.

“Estimated Closing Net Working Capital” has the meaning set forth in Section 2.4.

“Estimated Closing Net Working Capital Adjustment Amount” means, as applicable, (a) if Estimated Closing Net Working Capital exceeds the Net Working Capital Upper Target, the amount of such excess (expressed as a positive number), (b) if the Net Working Capital Lower Target exceeds Estimated Closing Net Working Capital, the amount of such excess (expressed as a negative number), or (c) if Estimated Closing Net Working Capital is less than or equal to the Net Working Capital Upper Target and greater than or equal to the Net Working Capital Lower Target, an amount equal to \$0.

“Estimated Purchase Price” means an amount equal to (a) Base Purchase Price; *plus* (b) the Estimated Closing Net Working Capital Adjustment Amount *minus* (c) the Estimated Additional Adjustment Amount.

“Estimated Statement” has the meaning set forth in Section 2.4.

“Excluded Assets” has the meaning specified in Section 2.1(b)(xvii).

“Excluded Employee Liability” means any liability or other obligation of Seller or any of its Affiliates in respect of (a) any Business Employee who does not become a Continuing Employee, (b) any employment-related proceeding, claim or dispute, or other liabilities whether known or unknown with respect to, or any compensation, payments, benefits, or other amounts owed to, any Continuing Employee arising, in whole or in part, out of events or circumstances during any period on or prior to the Closing, (c) any current or former service providers of Seller or any of its Affiliates who is not or was not primarily engaged in the Business, (d) any liabilities relating to any Seller Benefit Plan, including any participation in any plan subject to Title IV of ERISA and any unsatisfied liabilities for “withdrawal liability” to a “multiemployer plan”, as such terms are defined under ERISA, (e) any liabilities, payments, costs and disbursements or other obligations, arising in connection with the termination of employment of any employee or service provider by Seller or any of its Affiliates, including severance or other termination costs, if any, arising as a result of the transactions contemplated hereby relating to any Business Employees who do not become Continuing Employees, and (f) all amounts payable to current or former employees, directors, and consultants of Seller and its Subsidiaries pursuant to agreements established by Seller or its Subsidiaries that are triggered, in whole or in part, as a result of the consummation of the transactions contemplated by this Agreement, including amounts payable pursuant to any change-in-control, transaction or similar bonuses or retention agreements established by Seller or its Subsidiaries prior to Closing (together with the employer portion of any employment, payroll, social security, medicare, national insurance contributions, unemployment or other taxes or similar obligations associated with such amounts).

“Excluded Liabilities” has the meaning specified in Section 2.1(e).

“Existing Representation” has the meaning specified in Section 7.16(a).

“Existing Stock” has the meaning specified in Section 5.10(a).

“Final Additional Adjustment Amount” means the “Additional Adjustment Amount”, as finally determined pursuant to Section 2.5.

“Final Allocation Schedule” has the meaning set forth in Section 5.8(b).

“Final Net Working Capital” means “Net Working Capital”, as finally determined pursuant to Section 2.5.

“Final Net Working Capital Adjustment Amount” means, as applicable, (a) if Final Net Working Capital exceeds the Net Working Capital Upper Target, the amount of such excess (expressed as a positive number), (b) if the Net Working Capital Lower Target exceeds Final Net Working Capital, the amount of such excess (expressed as a negative number), or (c) if Final Net Working Capital is less than or equal to the Net Working Capital Upper Target and greater than or equal to the Net Working Capital Lower Target, an amount equal to \$0.



“Final Purchase Price” means an amount equal to (a) Base Purchase Price; *plus* (b) the Final Net Working Capital Adjustment Amount; *minus* (c) the Final Additional Adjustment Amount.

“Financial Statements” has the meaning specified in Section 3.5.

“Financing Action” has the meaning specified in Section 7.16(a).

“GAAP” means United States generally accepted accounting principles, consistently applied.

“Government Bid” means any bid, proposal, offer or quotation, whether solicited or unsolicited, made by Seller or any of its Subsidiaries or other Affiliates, that, if accepted, would reasonably be expected to lead to the award of a Government Contract.

“Government Contract” means any Contract, including any prime contract, subcontract, basic ordering agreement, letter contract, purchase order, task order, or delivery order of any kind, and including all amendments, modifications and options thereunder or relating thereto, between Seller or any of its Subsidiaries or other Affiliates, on one hand, and any Governmental Authority or any prime contractor or sub-contractor (at any tier) of any Governmental Authority, on the other hand, Related to the Business. A purchase, task, or delivery order issued under a Government Contract shall not constitute a separate Government Contract, for purposes of this definition, but shall be part of the Government Contract to which it relates.

“Governmental Authority” means any federal, state, provincial, municipal, local or foreign government, or quasi-governmental entity or other political subdivision thereof, or any regulatory or administrative agency, governmental commission, department, board, bureau, agency, instrumentality, court, tribunal or other governmental authority or agency, domestic or foreign, as well as any arbitrator, arbitral body or body exercising or entitled to exercise, any administrative, executive, judicial, adjudicative, legislative, police, regulatory or taxing authority or power of any nature.

“Governmental Order” means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

“Guarantees” has the meaning set forth in Section 5.7.

“Hazardous Material” means any substance, material or waste that is listed, classified or regulated pursuant to any Environmental Law as a “toxic substance”, “hazardous substance”, “hazardous material”, “hazardous waste”, “contaminant” or “pollutant” or words of similar meaning and regulatory effect, including without limitation asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and petroleum or petroleum containing substances.

“Inbound License Agreements” has the meaning specified in Section 3.9(a)(vi).

“Indemnified Party” has the meaning specified in Section 6.3(a).

“Indemnifying Party” has the meaning specified in Section 6.3(a).

“Indemnity Escrow Account” means a separate escrow account established pursuant to the terms of the Escrow Agreement to hold the Indemnity Escrow Funds.

“Indemnity Escrow Amount” means an amount equal to \$7,500,000.

“Indemnity Escrow Funds” means the amounts held in the Indemnity Escrow Account, including any dividends, interest, distributions and other income received in respect thereof, less any losses on investments thereof, less distributions thereof in accordance with this Agreement and the Escrow Agreement.

“Intellectual Property” means all intellectual property rights, as they exist anywhere in the world, whether registered or unregistered, including any of the following: (a) patents and patent applications, patentable inventions and other patent rights (including any divisions, continuations, continuations-in-part, reissues, reexaminations and interferences thereof); (b) rights in Marks; (c) copyrights, mask works, designs and any other equivalent rights in works of and any other related rights of authors, and registrations and applications for registration of copyright; (d) internet domain names, internet addresses and other computer identifiers; (e) trade secrets, know-how, inventions, process, procedures and other intellectual property rights with respect to confidential business information and other proprietary information; (f) rights in Software; and (g) moral rights and publicity rights.

“Interim Financial Statements” has the meaning specified in Section 3.5.

“IRS MIDS Contract” means the Internal Revenue Service Managed Infrastructure Data Service (MIDS) order number 2032H5-21-F-00298 under the CIO-CS vehicle (HHSN316201500009W)

“IT Systems” means all information systems, including electronic data processing, information, recordkeeping, communications, telecommunications, account management, inventory management and other computer systems (including all computer programs, software, databases, firmware, hardware and related documentation), and internet websites and related content, to the extent controlled or relied on by Seller or any of its Subsidiaries.

“Later Discovered Contract” has the meaning specified in Section 2.7(j).

“Law” means any federal, state, provincial, local, multinational or foreign statute, treaty, law, ordinance, rule, regulation, Governmental Order or other legally binding requirement of any Governmental Authority.

“Leased Real Property” means all real property leased by Seller or any of its Subsidiaries relating to the Business, the Purchased Assets or the Assumed Liabilities or used or held for use in the operation of the Business, including the Business Leased Real Property.

“Leases” has the meaning specified in Section 2.7.

“Lender” means a lender in connection with the Debt Financing.

“Lender Related Parties” means the Lenders and their respective Affiliates, and the respective current and former directors, officers, employees, managers, managing members, general partners, limited partners, agents, advisors (including financial, tax and legal advisors), representatives and successors and permitted assigns of each of the foregoing.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, encumbrance, security interest or other lien of any kind.

“Marks” means all trademarks (registered or unregistered), service marks, domain names, trade dress, trade names, brand names, logos, corporate names, taglines, social media identifiers (such as a Twitter® Handle) and related accounts and registrations and applications for registration thereof together with all of the goodwill associated therewith.

“Material Adverse Effect” means, any change, event, circumstance, development, occurrence or effect (each, an “Effect”) that, individually or taken together with any other Effect or Effects, has had, or would be reasonably expected to have, (a) a material adverse effect on the ability of Seller to perform its obligations under this Agreement, or that would prevent or materially impede, interfere with, hinder or delay the consummation by Seller of the transactions contemplated hereby; or (b) a material adverse effect on the business, results of operations, condition (financial or otherwise), assets or liabilities of the Business; provided, however, that in no event will any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a “Material Adverse Effect” pursuant to this clause (b): (i) any change in Law (including COVID-19 Measures), regulatory policies, accounting standards or principles (including GAAP) or any guidance relating thereto or interpretation thereof, (ii) any change in interest rates or economic, political, business or financial market conditions generally (including any changes in credit, currency, financial, commodities, securities or banking markets), (iii) any change generally affecting all of the industries, markets or geographic areas in which Business operates or the economy as a whole, (iv) the announcement or the execution of this Agreement or the performance of this Agreement, (v) the compliance with the terms of this Agreement or any action taken or not taken at the prior written request of, or with the written consent of, Buyer, (vi) any natural disaster, (vii) any acts of terrorism, sabotage, war, the outbreak or escalation of hostilities, weather conditions, change in geopolitical conditions, public health event, pandemic, epidemic, disease outbreak or other force majeure events, in each case, including any worsening thereof (including COVID-19 (or any mutation or variation thereof or related health condition)), or (viii) any failure of the Business to meet any projections or forecasts (provided that this clause (viii) shall not prevent a determination that any Effect underlying such failure to meet projections or forecasts has resulted in a Material Adverse Effect pursuant to this clause (b) (to the extent Effect is not otherwise excluded from this clause (b))); provided that an Effect referenced in the foregoing clauses (i), (ii), (iii), (vi) or (vii) shall only be excluded for the purpose of determining whether there has been a Material Adverse Effect under this clause (b) if and to the extent such Effect does not affect the Business in a materially disproportionate manner as compared to other businesses in the same industry as the Business.

“Material Contract” has the meaning specified in Section 3.9(a).

“Multiemployer Plan” has the meaning specified in Section 3.10(a).

“Net Working Capital” has the meaning set forth on Annex A.

“Net Working Capital Lower Target” means \$11,500,000.

“Net Working Capital Upper Target” means \$15,500,000.

“NISPOM” means the National Industrial Security Program Operating Manual.

“NISPOM Notice” has the meaning specified in Section 5.9(a).

“Notice of Disagreement” has the meaning specified in Section 2.5(c).

“Novating Government Contract” means a Current Government Contract, the counterparty to which is a Governmental Authority.

“Offer” has the meaning set forth in Section 5.4(a).

“Open Source Software” means any Software (in source or object code form) that is subject to (a) a license commonly referred to as an “open source” or “free software” license (including any software licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, or Apache Software License, or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on [www.opensource.org](http://www.opensource.org)) or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on [www.opensource.org](http://www.opensource.org) or (b) any other license or other agreement that requires, as a condition of the use, modification or distribution of Software subject to such license or agreement, that such Software or other Software linked with, called by, combined or distributed with such Software be (i) disclosed, distributed, made available, offered, licensed or delivered in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (iv) redistributable at no charge.

“Other Seller Indemnified Matters” has the meaning specified in Section 6.2(a).

“Outstanding Receivable” means those outstanding receivables listed on Schedule 1.1(b).

“Outbound License Agreements” has the meaning specified in Section 3.9(a)(xii).

“Overpayment Amount” means the amount, if any, by which the Estimated Purchase Price exceeds the Final Purchase Price; *provided, however*, that the Overpayment Amount shall not exceed the amount of Adjustment Escrow Funds as of the Determination Date.

“Payoff Amount” the amount of Debt to be Repaid payable pursuant to the Payoff Letter.

“Payoff Letter” shall mean a letter or other agreement, in form and substance reasonably satisfactory to Buyer, from any Person to whom any Debt to be Repaid is owed, setting forth wire transfer instructions and the amount or amounts necessary to discharge in full the obligations owed to such Person in connection with such Debt to be Repaid or otherwise providing for the termination in full of such Debt to be Repaid and, in each case, providing for the full release of all Liens related thereto upon receipt of the payoff amounts and satisfaction of the conditions set forth therein.

“Permits” means all permits, licenses, authorizations, registrations, concessions, grants, franchises, certificates and waivers required by any Governmental Authority under any applicable Law.

“Permitted Liens” means (a) mechanics, materialmen’s and similar Liens with respect to any amounts not yet delinquent or which are being contested in good faith through (if then appropriate) appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (b) Liens for Taxes not yet delinquent or which are being contested in good faith through (if then appropriate) appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (c) Liens securing rental payments under capital lease agreements, (d) Liens on real property (including easements, covenants, rights of way and similar restrictions of record) that are matters of record that do not secure any monetary obligations and do not, individually or in the aggregate, materially interfere with the present uses of such real property, (e) Liens constituting a lease, sublease, license or occupancy agreement that gives any third party any right to occupy any real property and are listed on Schedule 1.1(c), (f) Liens referred to in the Financial Statements and (g) Liens described on Schedule 1.1(c).

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

“Personal Data” means any and all data that concerns an identified or identifiable person or is subject to Privacy and Security Laws.

“Post-Closing Representation” has the meaning specified in Section 7.16(a).

“Post-Closing Tax Period” means any taxable period that begins after the Closing Date and the portion of any Straddle Period that begins after the Closing Date.

“Pre-Closing Designated Persons” has the meaning set forth in Section 7.16(b).

“Pre-Closing Privileges” has the meaning set forth in Section 7.16(b).

“Pre-Closing Tax Period” means any taxable period that ends on or prior to the Closing Date and the portion of any Straddle Period that ends on the Closing Date.

“Preferred Bidding Status” means a small business, small disadvantaged business, historically underutilized business zone small business, women owned small business, veteran-owned small business, service-disabled veteran-owned small business status or other preferential status.

“Prior Seller Counsel” has the meaning specified in Section 7.16(a).

“Privacy and Security Laws” means all applicable Laws to the extent concerning the privacy or security of Personal Data, including the Federal Trade Commission Act, state Social Security number protection Laws and state data breach notification Laws.

“Privileged Materials” has the meaning specified in Section 7.16(c).

“Purchase Price” has the meaning set forth in Section 2.3.

“Purchase Price Allocation” has the meaning set forth in Section 5.8(b).

“Purchased Accounts Receivable” has the meaning set forth in Section 2.1(b)(xvi).

“Purchased Assets” has the meaning specified in Section 2.1(b).

“Related to the Business” means primarily related to, or primarily used or held for use in connection with, the Business.

“Remedies Exception” has the meaning specified in Section 3.2.

“Required by Law” has the meaning set forth in Section 5.3(c).

“Requisite Stockholder Consent” means the approval of this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby by the record owners of all of the issued and outstanding Voting Common Stock (as defined in the Seller Charter).

“Restricted Employee” means those employees listed on Schedule 5.3(a).

“Restricted Period” has the meaning set forth in Section 5.3(a).

“Restricted Split Interest” has the meaning set forth in Section 2.7(f).

“Retained Work” means those task orders, or portions thereof, listed on Schedule 1.1(d).

“Sanctioned Country” means any country or region that is, or has been in the last five years, the subject or target of a comprehensive embargo under Sanctions Laws (e.g., Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine).

“Sanctioned Person” means any Person that is the subject or target of Sanctions Laws or restrictions under Trade Control Laws, including (a) any Person listed on any list of

designated Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control; the U.S. Department of Commerce's Entity List, Denied Persons List, or Unverified List; any debarment or sanctions list maintained by the U.S. Department of State; or other U.S. or non-U.S. Governmental Authority under Sanctions Laws or Trade Control Laws; (b) where relevant under applicable Sanctions Laws or Trade Control Laws, any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or controlled by any such Person or Persons described in (a) or acting for or on behalf of such Person or Persons described in the foregoing clause (a); (c) any individual Person organized or ordinarily resident in, or entity based in, a Sanctioned Country; or (d) the Government of Venezuela, an unblocked national of Cuba, or any other Person subject to asset-blocking sanctions under applicable Sanctions Laws.

"Sanctions Laws" means applicable economic or financial sanctions or trade embargoes imposed, administered or enforced by relevant Governmental Authorities (to the extent consistent with U.S. law), including those administered by the U.S. government through the U.S. Treasury Department's Office of Foreign Assets Control or the U.S. Department of State; the European Union and its Member States; Her Majesty's Treasury of the United Kingdom; and the United Nations.

"Schedules" has the meaning specified in the first sentence of Article III.

"Security Incident" means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, availability, or security of an IT System, or involves the unauthorized access, use, loss, disclosure, alteration, destruction or modification of Personal Data or Confidential Information.

"Seller" has the meaning specified in the preamble.

"Seller 401(k) Plan" has the meaning specified in Section 5.4(d).

"Seller Benefit Plan" has the meaning specified in Section 3.10(a).

"Seller Charter" means the Certificate of Incorporation of Seller, as amended.

"Seller Indemnified Parties" has the meaning specified in Section 6.2(b).

"Seller Names and Seller Marks" means the names or Marks of Seller or any of its Affiliates, including names that use or contain "VION", "VION CORPORATION", or Seller's corporate symbols or logos, either alone or in combination with other words, and all Marks, monograms, domain names and other source identifiers confusingly similar to or embodying any of the foregoing either alone or in combination with other words, excluding Business Intellectual Property.

"Seller Privacy and Security Policies" means the policies, procedures, and other documents governing Seller's or any of its Subsidiaries' data privacy and information security controls and systems implementing those controls.

“Seller Retained Businesses” shall mean, except to the extent included in the Purchased Assets or the Assumed Liabilities, all the businesses conducted by Seller and its Affiliates other than the Business, in each case, as they exist as of the date hereof.

“Seller Retained Intellectual Property” shall mean any Intellectual Property owned or purported to be owned by the Seller or any of its Affiliates, other than Business Intellectual Property.

“Seller Transaction Expenses” means all liabilities of Seller and its Affiliates as of any date and time for unpaid amounts of the fees and expenses of professionals (including investment bankers, attorneys, accountants and other consultants and advisors) retained by Seller or its Affiliates that were incurred in connection with the consummation of the transactions contemplated hereby or the sale process in respect of the sale of all or any portion of Seller and/or any of its businesses, including the Business.

“Shared Contracts” shall mean those Contracts that relate to, or under which the rights of Seller or its Subsidiaries are exercised for the benefit of, both the conduct of the Business and the conduct of the Seller Retained Businesses, including those Contracts listed on Schedule 1.1(e).

“Shared Matter” has the meaning specified in Section 6.3(e).

“Shared Portion” shall mean that portion of rights, benefits, liabilities and obligations under any Shared Contract that is related to the Business or the Purchased Assets, such portion as set forth beside such Contract on Schedule 1.1(e).

“Software” means (a) all computer software, programs, applications (including for mobile devices), and software implementations of algorithms, models and methodologies; (b) databases in any form, database management code, data and compilations; (c) tool sets, development tools, compilers, library functions, higher level or “proprietary” languages, macros, member or user lists and information associated therewith, links, firmware, specifications, utilities, user and programming interfaces, menus, icons, templates, forms, methods of processing, software engines, and platforms; (d) all versions, updates, corrections, enhancements, replacements and modifications of the foregoing as of the Closing Date; and (e) all related documentation (including user manuals, developer notes, comments and annotations), diagrams, descriptions, computer print-outs, underlying tapes and materials, in each case, whether in source code, object code or any other form.

“Specified Matter” has the meaning specified in Section 6.2(a).

“Specified Matter Escrow Account” means a separate escrow account established pursuant to the terms of the Escrow Agreement to hold the Specified Matter Escrow Funds.

“Specified Matter Escrow Amount” means an amount equal to \$12,500,000.

“Specified Matter Escrow Funds” means the amounts held in the Specified Matter Escrow Account, including any dividends, interest, distributions and other income received in



respect thereof, less any losses on investments thereof, less distributions thereof in accordance with this Agreement and the Escrow Agreement.

“Straddle Period” means any taxable period that begins on or before, and ends after, the Closing Date.

“Subcontract Pending Novation” has the meaning specified in Section 2.9(a)(iv).

“Subsidiary” means, with respect to a Person, a corporation or other entity of which 50% of the voting power of the equity securities or equity interests is owned, directly or indirectly, by such Person.

“Successor in Interest” has the meaning specified in Section 7.4(b).

“Tangible Assets” means all tangible personal property assets, including hardware, machinery, vehicles, fixtures, furniture, supplies, inventory, accessories, materials, equipment, parts, tooling, tools, molds, finished goods, raw materials, works in progress, packaging, office equipment, computers, telephones, and all other tangible personal property or assets.

“Tax Returns” means any return, declaration, report, statement, information statement or other document filed or required to be filed with respect to Taxes, including any claims for refunds of Taxes and any amendments or supplements, schedules or attachments of any of the foregoing and including any extension requests with respect to any of the foregoing.

“Taxes” means (a) all federal, state, local, foreign or other tax of any kind whatsoever, including all income, gain, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital, ad valorem, value added, inventory, franchise, profits, license, withholding, social security (or similar), unemployment, disability, severance, real property, personal property, sales, use, goods and services, transfer, registration, alternative or add-on minimum, or estimated tax, and including any interest, penalty or addition thereto, (b) any liability for the payment of any amounts of the type described in the foregoing clause (a) as a result of being (or ceasing to be) a member of an affiliated, consolidated, combined, unitary, aggregate or similar group for any Tax period, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar applicable federal, state, local or foreign Tax Law, and (c) any liability for the payment of any amounts of the type described in the foregoing clause (a) or (b) as a result of being a transferee or successor to any Person, as a result of any secondary liability, or as a result of any express or implied obligation to indemnify, or assume the liabilities of, any other Person.

“Third Party Claim” has the meaning specified in Section 6.3(a).

“Top Vendors” has the meaning specified in Section 3.22.

“Trade Control Laws” means all applicable trade, export control, import/customs, and antiboycott Laws imposed, administered, or enforced by (a) U.S. governmental authorities, including the Arms Export Control Act (22 U.S.C. § 1778); the Export Control Reform Act of 2018 (Pub. L. 115-232); the International Emergency Economic Powers Act (50 U.S.C. §§

1701–1706); Section 999 of the Internal Revenue Code; Title 19 of the U.S. Code; the International Traffic in Arms Regulations (“ITAR,” 22 C.F.R. Parts 120-130); the Export Administration Regulations (“EAR,” 15 C.F.R. Parts 730-774); the U.S. customs regulations at 19 C.F.R. Chapter 1; the Foreign Trade Regulations (“FTR,” 15 C.F.R. Part 30); and all applicable ATF regulations, including 27 C.F.R. Parts 447–479 and Part 555; and (b) any other jurisdiction, except to the extent inconsistent with U.S. law.

“Transaction Confidentiality Agreement” means any confidentiality agreement with a prospective purchase or purchasers of Seller or any portion of the business of Seller and its Subsidiaries, the Business or any portion thereof.

“Transaction Documents” means the Transition Services Agreement, the Domain Name Assignment Agreement, the Bill of Sale, the Subcontract Pending Novation and the Escrow Agreement.

“Transfer Taxes” means any and all direct and indirect transfer, documentary, sales, use, stamp, registration, goods and services, value added, recording, and other similar Taxes and fees imposed in connection with the sale of the Purchased Assets contemplated by this Agreement.

“Transition Services Agreement” has the meaning specified in Section 2.9(a)(i).

“Underpayment Amount” means the amount, if any, by which the Final Purchase Price exceeds the Estimated Purchase Price; *provided, however*, the Underpayment Amount shall not exceed the amount of Adjustment Escrow Funds as of the Determination Date.

“Wind-Down Date” has the meaning specified in Section 5.10(b).

## Section 1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article,” “Section,” “Schedule,” “Annex” or “Attachment” refer to the specified Article or Section of, or Schedule, Annex or Attachment to, this Agreement; (v) the word “including” shall mean “including, without limitation”, (vi) the word “or” shall be disjunctive but not exclusive and (vii) references herein to any Person include the successors and permitted assigns of that Person.

(b) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) Unless the context of this Agreement otherwise requires, references to statutes shall include all subsequent amendments and other modifications thereto, and all rules and regulations promulgated thereunder.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and any such period shall exclude the date specified as the beginning of the period and shall conclude on the final day of such period; provided that, if the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

(e) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”.

(f) The phrases “provided to Buyer” or “made available to Buyer” or words of similar import, mean providing the referenced materials to Buyer or any of its representatives in any format or otherwise making the referenced materials available to Buyer or its representatives, including in the online data room organized by Intralinks in connection with the transactions contemplated hereby, in each case, at least two days prior to the date hereof.

(g) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(h) All amounts payable pursuant to this Agreement shall be paid in U.S. dollars, and all references to “\$” or “dollars” shall mean the lawful currency of the United States of America.

(i) Headings of the Articles and Sections of this Agreement, and the Table of Contents are for convenience of the Parties only, and shall be given no substantive or interpretative effect whatsoever.

(j) The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties to express their mutual intent and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement, nor shall any rule of strict construction be applied against any party.

Section 1.3 Knowledge. As used herein, the phrase “to the knowledge” of any Person shall mean the actual knowledge (after reasonable inquiry) of, (a) in the case of Seller, Tom Frana, Neill Blue and Rob Davies, and (b) in the case of Buyer, Aneal Krishnan and Matt Middleton.

## **ARTICLE II. PURCHASE AND SALE**

### Section 2.1 Purchase and Sale.

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing (i) subject to Section 2.7, Seller shall, or shall cause its applicable Subsidiary to, directly or indirectly, sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from

Seller or such applicable Subsidiary, all of the Purchased Assets, and (ii) Buyer shall assume, discharge and perform when due, and indemnify Seller and its Affiliates from and against, all of the Assumed Liabilities. Notwithstanding anything herein to the contrary, (A) from and after the Closing, Seller and its Subsidiaries shall retain all of their respective rights, titles and interests in and to, and there shall be excluded from the sale, conveyance, assignment and transfer to Buyer hereunder, the Excluded Assets, and (B) Buyer and its Affiliates shall have no obligations with respect to, and Seller shall indemnify Buyer and its Affiliates from and against, any of the Excluded Liabilities, and Seller shall remain responsible for paying, performing and discharging when due all Excluded Liabilities.

(b) Purchased Assets. As used herein, the term “Purchased Assets” means, collectively, all of Seller’s and its Subsidiaries’ right, title and interest in, to and under the following assets and properties as of the Closing:

(i) all Business Intellectual Property, together with (A) the right to sue and recover any unrecovered damages and payments for past, present and future infringement, misappropriation, violation, or conflict of or any of the foregoing and all rights to protection of interests therein, (B) all income, royalties and payments receivable with respect to any of the foregoing, (C) all proceedings, claims, and rights of recovery with respect to any of the foregoing, (D) any and all corresponding rights throughout the world with respect any of the foregoing and (E) all tangible embodiments of the Business Intellectual Property;

(ii) all Tangible Assets Related to the Business, including the Tangible Assets or listed on Schedule 2.1(b)(ii) (the “Business Tangible Assets”);

(iii) all goodwill and the going concern value to the extent related to the Business, the Purchased Assets or the Assumed Liabilities;

(iv) all Contracts Related to the Business (subject to Section 2.1(b)(v) and Section 2.7 and other than Business Real Property Leases and the Excluded Contracts), including the Contracts listed on Schedule 2.1(b)(iv) (the “Business Contracts”);

(v) the rights, benefits, privileges or claims (but not the underlying Contract) of Seller or any of its Subsidiaries under the Shared Portion of each Shared Contract, subject to Section 2.7;

(vi) all Government Bids which have not expired and for which award has not been issued, including the Government Bids listed on Schedule 2.1(b)(vi);

(vii) the leasehold interests of Seller under the real property leases, subleases, licenses and occupancy agreements (“Business Real Property Leases”) governing the leased real property listed on Schedule 2.1(b)(vii), together with all improvements, fixtures and appurtenances thereto Related to the Business (the “Business Leased Real Property”);

(viii) any asset set forth in the current assets in the calculation of Closing Net Working Capital;

(ix) as of the Closing, all of Seller's and its Subsidiaries' respective rights under warranties, indemnitees and all similar rights against third parties to the extent Related to the Business, the Purchased Assets or the Assumed Liabilities;

(x) all Permits Related to the Business (the "Business Permits");

(xi) true and complete originals (or, if originals are not available, copies) of all files, documents, books and records that are Related to the Business that are owned by Seller or in the possession of Seller or any of its Affiliates or Subsidiaries, including (A) customer and supplier lists, invoices and purchase orders, sales and pricing data, price lists, sales material and records (including pricing history, total sales, term and conditions of sale, sales and pricing policies and practices), customer purchasing histories, customer complaints and inquiry files, supplier records, customer correspondence, product data, manuals, sales and promotional literature, technical information, drawings, specifications and other engineering data, including data and files constituting Business Intellectual Property, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, distribution lists, production data, quality control records and procedures, research and development files, records and data (including all correspondence with any Governmental Authority), strategic plans, internal financial statements, marketing and promotional surveys, and material and research, data and files and other records Related to the Business (but excluding, for the avoidance of doubts any Tax records that relate to Seller's business generally), (B) to the extent permitted by applicable Law, all employee and personnel records primarily related to the Continuing Employees and (C) any Tax files, documents, books and records, but excluding, for the avoidance of doubt, any Tax files, documents, books and records that are related to Seller's business generally or solely to the Excluded Assets (collectively, the documents, books and records described in the foregoing, the "Business Records");

(xii) all Contract templates, form Contracts, general policies and procedures, advertising, marketing, sales and promotional materials, including forms, labels, shipping materials, catalogues, sales brochures, operating manuals and instructional documents, in the possession of Seller or its Affiliates or Subsidiaries Related to the Business;

(xiii) other than to the extent constituting or to the extent relating to an Excluded Asset or an Excluded Liability, all rights under or with respect to any claims, counterclaims, causes of action, choses in action, rights of recovery, rights of set-off, credit and other rights of recoupment and all rights and claims under transferable warranties, including recoveries by settlement, judgment or otherwise in connection therewith, relating to the Purchased Assets or Assumed Liabilities, in each case, arising from and after the Closing;

(xiv) all rights related to Assumed Liabilities;

(xv) subject to the Section 2.7, all of Seller's and its Affiliates' respective rights and interests under any Transaction Confidentiality Agreement relating to the Business;

(xvi) any rights to refunds of Taxes that constitute Assumed Liabilities;  
and

(xvii) all accounts receivable (a) arising on or after the Closing Date and relating to the Business and (b) included in the final determination of the Closing Statement (clauses (a) and (b), collectively, the "Purchased Accounts Receivables").

(c) Excluded Assets. As used herein, the term "Excluded Assets" means, collectively, all of the assets and properties of Seller and its Subsidiaries other than the Purchased Assets. Without limiting the generality of the foregoing, the Excluded Assets shall include the following assets and properties:

(i) all Intellectual Property owned by Seller or any of its Subsidiaries other than the Business Intellectual Property and Inbound License Agreements included in Business Contracts;

(ii) all Tangible Assets other than the Business Tangible Assets;

(iii) all rights, title and interest in, to and under (A) the Contracts identified on Schedule 2.1(c)(iii) and (B) any collective bargaining agreement (the "Excluded Contracts");

(iv) all rights, title and interest in, to and under the Shared Contracts, other than to the extent provided in Section 2.1(b)(v) and subject to Section 2.7;

(v) All (A) owned real property and any improvements, fixtures and appurtenances thereto and (B) leasehold interests of Seller under any real property leases, subleases, licenses and occupancy agreements other than the Business Real Property Leases;

(vi) all Permits of Seller and its Subsidiaries other than the Business Permits;

(vii) all original books and records that contain information relating to any business or activity of Seller or any of its Affiliates not forming a part of the Business, or any employee of Seller or any of its Affiliates who is not a Continuing Employee, excluding, in each case, the Business Records;

(viii) all rights to Tax refunds, deductions, credits and similar benefits (A) in respect of the Purchased Assets with respect to a Pre-Closing Tax Period (except, for the avoidance of doubt, any such refunds, deductions, credits or benefits that relate to Taxes that constitute Assumed Liabilities) or (B) with respect to the Excluded Assets;

(ix) all cash, cash equivalents and marketable securities of Seller and its Subsidiaries;

(x) all rights and claims of Seller and its Affiliates under this Agreement or any of the Transaction Documents;

(xi) all capital stock or any other securities of Seller and its Affiliates or any other Person;

(xii) the assets relating to Seller Benefit Plans (other than the employment records described in Section 2.1(b)(xi));

(xiii) the Seller Retained Businesses and, except if and to the extent constituting a Purchased Asset, all assets and properties owned, licensed or otherwise used in connection with the Seller Retained Businesses;

(xiv) all Privileged Materials;

(xv) the Seller Names and Seller Marks (subject to the trademark licenses granted by Seller to Buyer or its Affiliates in Section 5.10), together with any Contracts granting rights to use the same (provided that such Contracts do not constitute Business Contracts or Shared Contracts);

(xvi) all accounts receivable arising prior to the Closing Date and relating to the Business, other than the Purchased Accounts Receivable; and

(xvii) all rights related to Excluded Liabilities.

(d) Assumed Liabilities. As used herein, the term “Assumed Liabilities” means, collectively, the following liabilities and obligations (other than the Excluded Liabilities set forth in clauses (i) through (viii) of Section 2.1(e)):

(i) all liabilities included in the calculation of Closing Net Working Capital;

(ii) all liabilities assumed or agreed to be performed by Buyer under the terms of this Agreement or any other Transaction Document;

(iii) all liabilities and obligations for (A) property Taxes relating to the Business or the Purchased Assets for any Post-Closing Tax Period and (B) Taxes for which Buyer is liable pursuant to Section 5.8; and

(iv) all liabilities and obligations in respect of the Business Contracts and the Business Real Property Leases required to be performed following the Closing or with respect to events or occurrences arising following the Closing;

(v) all liabilities and obligations in respect of the Business Intellectual Property in existence prior to the Closing, other than liabilities and obligations of the specific type described in clauses (i) through (iv) of this Section 2.1(d); and

(vi) all other liabilities and obligations of Seller or any of its Affiliates, to the extent related to the Business and the Purchased Assets, in each case, with respect to events arising following the Closing, other than liabilities and obligations of the specific type described in clauses (i) through (iv) of this Section 2.1(d).

(e) Excluded Liabilities. As used herein, the term “Excluded Liabilities” means, collectively, all liabilities and obligations of Seller and its Subsidiaries other than the Assumed Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following liabilities:

(i) all Debt of Seller and its Subsidiaries;

(ii) all Seller Transaction Expenses;

(iii) all Excluded Employee Liabilities, except as explicitly provided in Section 5.4;

(iv) all liabilities assumed or agreed to be performed by Seller under the terms of this Agreement or any other Transaction Document.

(v) all liabilities and obligations for (A) Taxes of Seller or any of its Affiliates for any taxable period (excluding for the avoidance of doubt any Taxes allocated to Buyer under Section 5.8), (B) Taxes allocated to Seller under Section 5.8(a), or (C) property Taxes attributable to the Purchased Assets for any Pre-Closing Tax Period (for the avoidance of doubt, any property Taxes attributable to the portion of any Straddle Period that ends on the Closing Date shall be determined in accordance with Section 5.8(a));

(vi) all liabilities and obligations in respect of the Business Contracts and the Business Real Property Leases required to be performed prior to the Closing or with respect to event or occurrences arising prior to the Closing;

(vii) all other liabilities and obligations of Seller or any of its Affiliates, to the extent related to the Business and the Purchased Assets, in each case, with respect to events occur arising prior to the Closing, other than liabilities and obligations of the specific type described in clauses (i) through (vi) of this Section 2.1(e); and

(viii) any liability to the extent arising out of or relating to the Excluded Assets or the Seller Retained Businesses.

Section 2.2 Closing. The closing of the transactions contemplated hereby (the “Closing”) shall take place remotely via the electronic exchange and release of documents and signatures on the date hereof (the “Closing Date”).



Section 2.3 Purchase Price. The aggregate consideration for the Purchased Assets and the other obligations of Seller pursuant to this Agreement (the “Purchase Price”) shall be paid by Buyer to Seller at the Closing and shall include (a) an amount in cash equal to the Final Purchase Price as determined in accordance with Section 2.5; and (b) assumption of the Excluded Liabilities.

Section 2.4 Estimated Closing Statement. Schedule 2.4 sets forth Seller’s written statement (the “Estimated Statement”), which has been prepared in accordance with the Accounting Principles, setting forth, in reasonable detail Seller’s good faith estimate of (a) Closing Net Working Capital (“Estimated Closing Net Working Capital”), (b) the Estimated Closing Net Working Capital Adjustment Amount resulting therefrom, (c) the Additional Adjustment Amount (the “Estimated Additional Adjustment Amount”) and (d) Estimated Purchase Price resulting from the foregoing.

Section 2.5 Purchase Price Adjustment.

(a) Promptly following the Closing Date, and in any event within 90 days following the Closing Date, Buyer shall prepare and deliver to Seller a written statement (the “Closing Statement”), which shall be prepared in accordance with the Accounting Principles, setting forth, in reasonable detail, Buyer’s good faith estimate of (i) Closing Net Working Capital, (ii) the Closing Net Working Capital Adjustment Amount resulting therefrom, (iii) the Additional Adjustment Amount and (iv) Closing Purchase Price resulting from the foregoing.

(b) Following the Closing, Buyer shall provide Seller and its representatives, if applicable, reasonable access to the records, documents, personnel and work papers of Buyer and its Subsidiaries solely relating to the preparation of the Closing Statement and shall cause the personnel of Buyer and its Subsidiaries to reasonably cooperate, during normal business hours and in a manner that does not unreasonably interfere with the operation of the Business or the other businesses of Buyer and its Subsidiaries, to the extent reasonably necessary with Seller in connection with its review of the Closing Statement.

(c) If Seller shall disagree with such calculation of any of the Closing Statement, it shall notify Buyer of such disagreement in writing (the “Notice of Disagreement”), setting forth in reasonable detail the particulars of such disagreement, within 30 days after its receipt of the Closing Statement. In the event that Seller does not provide a Notice of Disagreement within such 30-day period, Seller and Buyer shall be deemed to have agreed to the Closing Statement delivered by Buyer, which shall be final, binding and conclusive for all purposes hereunder. In the event a Notice of Disagreement is timely provided, Buyer and Seller shall use reasonable best efforts for a period of 30 days (or such longer period as the Parties may mutually agree in writing) to resolve the disagreements set forth in the Notice of Disagreement. If, at the end of such period, they are unable to resolve such disagreements, then any such remaining disagreements shall be resolved by a nationally recognized independent public accounting firm reasonably agreed upon by Buyer and Seller in writing (the “Auditor”). Each of Buyer and Seller (i) shall promptly provide their respective assertions regarding such remaining disputed items in writing to the Auditor and to each other, and (ii) shall have the opportunity to provide to the Auditor and to the other a written response to the other’s written assertions promptly after receipt thereof. The Auditor shall be instructed to render its determination with

respect to such disagreements as soon as reasonably possible (which the Parties agree should not be later than 30 days following the day on which the disagreement is referred to the Auditor). The Auditor shall base its determination solely on (A) the written submissions of the Parties and shall not conduct an independent investigation and (B) the extent (if any) to which Closing Net Working Capital, the Closing Net Working Capital Adjustment Amount, the Additional Adjustment Amount, or the Closing Purchase Price requires adjustment (only with respect to the remaining disagreements submitted to the Auditor for determination) in order to be determined in accordance with Section 2.5; provided that the Auditor, in resolving such disputed items, shall not assign to any disputed item a value greater than the greatest value, or less than the smallest value, for such disputed item assigned by Buyer (in the Closing Statement) or Seller (in the Notice of Disagreement). Without limiting the foregoing, in no event shall either Buyer or Seller (1) communicate (or permit any of its Affiliates or representatives to communicate) with the Auditor without providing the other Party a reasonable opportunity to participate in such communication or (2) make (or permit any of its Affiliates or representatives to make) a written submission to the Auditor unless a copy of such submission is substantially simultaneously provided to the other Party. The determination of the Auditor shall be final, conclusive and binding on the Parties. All negotiations pursuant to this Section 2.5(c) shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and comparable state rules of evidence. Buyer and Seller acknowledge and agree that the Auditor shall be functioning solely as an expert and not as an arbitrator. The date on which the Closing Statement is finally determined in accordance with this Section 2.5(c) is hereinafter referred to as the “Determination Date”. All fees and expenses of the Auditor relating to the work, if any, to be performed by the Auditor hereunder shall be borne pro rata as between Buyer, on the one hand, and Seller, on the other hand, in proportion to the allocation of the dollar value of the amounts in dispute as between Buyer and Seller and submitted to the Auditor for resolution made by the Auditor such that the party prevailing on the greater dollar value of such disputes pays the lesser proportion of the fees and expenses. For example, if Seller challenges items underlying the Closing Statement in the net amount of \$1,000,000 (all of which is submitted to the Auditor for resolution), and the Auditor determines that Buyer has a valid claim for \$400,000 of the \$1,000,000, Buyer shall bear 60% of the fees and expenses of the Auditor and Seller shall bear the remaining 40% of the fees and expenses of the Auditor as a Seller Transaction Expense.

(d) Within 10 Business Days following the Determination Date:

(i) if an Overpayment Amount exists, Buyer and Seller shall execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disperse, pursuant to the written payment instructions of such Party delivered to the Escrow Agent in accordance with the Escrow Agreement, *first* (A) to Buyer, an amount equal to such Overpayment Amount; and *thereafter* (B) to Seller, any remaining Adjustment Escrow Funds, after giving effect to the disbursement set forth in the foregoing clause (A);

(ii) if an Underpayment Amount exists, (A) Buyer shall pay, or cause to be paid, to Seller by wire transfer of immediately available funds to one or more accounts designated by Seller, an amount equal to such Underpayment Amount; and (B) Buyer and Seller shall execute and deliver joint written instructions to the Escrow

Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Seller delivered to the Escrow Agent in accordance with the Escrow Agreement, to Seller any Adjustment Escrow Funds; or

(iii) if neither an Overpayment Amount nor an Underpayment Amount exists, Buyer and Seller shall execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Seller delivered to the Escrow Agent in accordance with the Escrow Agreement, to Seller any Adjustment Escrow Funds.

The Adjustment Escrow Funds shall be the sole and exclusive source of recovery for the amount of any Overpayment Amount, and all claims for any portion of the Overpayment Amount shall be asserted solely against the Adjustment Escrow Funds in accordance with the foregoing clause (i) of this Section 2.5(d). Buyer and Seller will share equally the payment of any fees and expenses payable to the Escrow Agent pursuant to the Escrow Agreement. For the avoidance of doubt, Buyer's obligations pursuant to this Section 2.5(d) shall be capped at an amount equal to the amount of Adjustment Escrow Funds as of the Determination Date, and in no event shall Buyer be obligated to make any payment in excess of such amount. Any payments made by or on behalf of a Party pursuant to this Section 2.5(d) shall be treated as adjustments to the Purchase Price hereunder, and no Party shall take any position inconsistent with such characterization (including for Tax purposes), in each case, except as may be required by applicable Law.

Section 2.6 Withholding. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall be entitled to deduct and withhold from any consideration or other amounts payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the payment of such consideration or other amounts under any provision of U.S. federal, state, local, or non-U.S. Tax Law. Any amounts so deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.7 Approvals and Consents; Shared Contracts.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an assignment, sale, transfer, conveyance, delivery, license or sublicense (a "Transfer") or an attempted Transfer to Buyer or any Subsidiary or Affiliate of Buyer (each such Subsidiary or Affiliate, an "Other Buyer") of (i) any Purchased Asset (including any confidential or proprietary information or data of any third party) or any claim, right or benefit arising under or resulting from such Purchased Asset or (ii) any Assumed Liability, in each case, if and for so long as the Transfer or attempted Transfer to Buyer or any Other Buyer thereof, without the Consent of a third party, would constitute a breach or other contravention of the rights of such third party or the terms of such Purchased Asset or Assumed Liability, would violate applicable Law, or would in any way adversely affect the rights of Seller or its Subsidiaries or, upon Transfer, of Buyer or its Affiliates with respect to such Purchased Asset or Assumed Liability (such assets and liabilities being collectively referred to herein as "Restricted Items"); provided that the relevant Restricted Item to which such Consent relates shall be deemed to be automatically Transferred to Buyer for no additional consideration upon

the date such Consent is obtained. Applicable Transfer Taxes in connection with such Transfer shall be paid in accordance with Section 5.8.

(b) Each Party shall use, and shall cause their respective Subsidiaries to use, reasonable best efforts, and shall reasonably cooperate with each other, to promptly obtain or to cause to be promptly obtained any Consent required to Transfer to Buyer all of the Restricted Items and all rights and obligations of Seller and its Subsidiaries thereunder or set forth on Schedule 2.7(b); provided that neither Party shall be required to pay any money or make any other transfer of value to any third party to obtain any such Consent except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Restricted Item. In furtherance of these efforts, promptly, but in any event not more than 10 Business Days after the Closing Date, Seller, in coordination with Buyer, shall submit Consent requests to the counterparty for each Current Government Contract that is a Restricted Item. Each such request shall be made in a manner and form reasonably acceptable to Buyer. For the avoidance of doubt, Seller's obligation to submit any Consent requests to a Governmental Authority regarding a Novating Government Contract is addressed in Section 2.7(k).

(c) To the extent permitted by applicable Law, Buyer and Seller shall request that each Governmental Authority or Person whose Consent is requested treat all information, documents and other materials submitted to such Person as confidential in connection with such request.

(d) Each of the Parties shall keep the other Party fully informed, on a current and timely basis, as to the progress of such Consents and provide copies of all letters, correspondence, and other material documents to or from any third party with respect thereto. Seller shall coordinate with Buyer in advance of any further submissions or other material communication with any third parties regarding such Consents. Notwithstanding anything to the contrary in this Agreement, neither Seller nor any of its Subsidiaries shall agree to any modification of any term of or condition in any Business Contract or commit on behalf of Buyer or the Business to any post-Closing obligation, in each case, in order to obtain any such Consent, except with the prior written consent of Buyer.

(e) To the extent that any Restricted Item cannot be transferred to Buyer in compliance with Section 2.7(a) and Section 2.7(b), Seller and its Subsidiaries shall (i) act as Buyer's agent in order to obtain for Buyer or an Other Buyer, as applicable, the benefits of each such Restricted Item, (ii) use reasonable best efforts to provide Buyer and its Subsidiaries with the economic and operational equivalent of the Transfer of such Restricted Item, (iii) cooperate with Buyer and its Subsidiaries, at Seller's reasonable expense, to enforce any rights available against any other party related to such Restricted Item, and (iv) cooperate with Buyer in any reasonable arrangement designed to provide to Buyer or an Other Buyer, as applicable, the benefits of such Restricted Item. Neither Seller nor any of its Subsidiaries shall amend, supplement, extend, renew or otherwise modify the terms of such Restricted Item in any manner adverse to the Business, Buyer or any of its Affiliates unless Buyer gives its prior written consent; provided that, without limitation of the foregoing, to the extent the terms of any such Restricted Item are amended, supplemented, extended, renewed or otherwise modified, Seller shall promptly thereafter deliver to Buyer true, complete and correct copies of any documentation with respect to the foregoing. Assuming the compliance of Seller and its

Subsidiaries with the other provisions of this Section 2.7(d), Buyer and its Affiliates shall pay, perform and discharge fully the liabilities and obligations of Seller or such Subsidiaries under such Restricted Item from and after the Closing in accordance with Section 2.1(b)(xvii) as if such Restricted Item is an Business Contract. Seller and each of its Subsidiaries shall hold in trust for and pay to Buyer promptly upon receipt thereof, any income, proceeds and other monies received by Seller or such Subsidiary to the extent related to any Restricted Item in connection with this arrangement under this Section 2.7(d). In the event that the term of any such Restricted Item is expiring, or there is any opportunity for extension or renewal, then (A) Seller shall inform Buyer of the foregoing at least 15 Business Days prior to such expiration or deadline pursuant to the terms of such Contract that notice or agreement with respect to such extension or renewal is required to be effected and (B) Seller shall, to the extent requested by Buyer, either extend or renew the terms of such Purchased Asset.

(f) In the event that any Shared Contract is eligible for renewal, each of the Parties shall use its reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party, except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Shared Contract) to renew such Shared Contract as a separate Contract for each of Seller and Buyer as a Buyer Shared Contract and a Seller Shared Contract; provided, further, that no Party shall renew any Shared Contract such that such Shared Contract would continue to apply to both the Business (and the Purchased Assets), on the one hand, and the Seller Retained Businesses (and the Excluded Assets), on the other hand, without the prior written consent of each of Buyer and Seller (not to be unreasonably withheld, conditioned or delayed by either Party). As promptly as practicable, Seller and Buyer shall jointly approach the applicable contractual counterparty to each Shared Contract to seek its consent to such split and transfer. If an attempted Transfer of a Shared Contract, without the Consent of a third party, would constitute a breach or other contravention of the rights of such third party or would in any way adversely affect the rights of Seller or its Subsidiaries with respect to such Shared Contract or, upon Transfer, of Buyer or its Affiliates with respect to such Shared Contract, as applicable (each, a “Restricted Split Interest”), then (i) Seller shall use reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party, except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Shared Contract) to obtain all requisite Consents to Transfer to Buyer such Restricted Split Interest prior to Closing (and, to the extent not obtained prior to the Closing, shall continue to use reasonable best efforts following the Closing Date to obtain such Consents), and (ii) Buyer shall cooperate and use reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party, except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Shared Contract) to assist Seller in obtaining such Consents.

(g) With respect to each Shared Contract, each of the Parties agrees to the allocation to Buyer of rights and obligations, including revenues, corresponding to the Shared Portion of such Shared Contract, as set forth on Schedule 2.7(g), on the one hand, and the allocation to Seller of all remaining rights and obligations, including revenues, under such Shared Contract. For the avoidance of doubt, the Shared Portion of each Shared Contract is Seller’s good faith estimate of the rights and obligations under such Shared Contract that relate to the Business (and the Purchased Assets).

(h) From and after the Closing, if, and as long as, any split of any Shared Contract cannot be realized:

(i) Seller and its Subsidiaries shall (A) make available to Buyer a correct and complete copy (including all amendments and modifications thereto) of any such Shared Contract; (B) cooperate with Buyer, at Buyer's expense, to enforce any rights available against any other party to any such Shared Contract with respect to the Shared Portion of such Shared Contract and (C) not amend, supplement, extend, renew or otherwise modify any such Shared Contract in any manner adverse to Buyer with respect to the Shared Portion unless Buyer gives its prior written consent; and

(ii) assuming the compliance of Seller and its Subsidiaries with the provisions of Section 2.7(g), Buyer and its Affiliates shall pay, perform and discharge fully the liabilities and obligations of Seller or such Subsidiaries under the Shared Portion of such Shared Contract in accordance with Section 2.1(b)(xvii) as if such Shared Portion is an Business Contract.

(i) For the avoidance doubt, the Parties agree and acknowledge that neither Section 2.7(f) nor Section 2.7(g) shall create any subordinate or prime-subcontractor relationship between the Parties for purposes of implementing the provisions thereof.

(j) In the event that there are any Contracts for the purchase of products or services from or by Seller or any of its Subsidiaries that were not included in the Purchased Assets or the Assumed Liabilities and that were not specifically excluded from the Transfers under this Agreement, but that would have been Transferred to Buyer as part of this Agreement but for the fact that such Contract was not identified, discovered or located until after the Closing or inadvertently was not assigned (each, a "Later Discovered Contract"), to the extent permitted under the terms and conditions of such Later Discovered Contract, Buyer and Seller agree to cooperate and take such actions as may be necessary to cause such Later Discovered Contract, or the applicable rights or obligations under such Later Discovered Contract, to be assigned to Buyer for no additional consideration and, upon such assignment, such Later Discovered Contract, or the applicable rights or obligations under such Later Discovered Contract, shall be deemed to be an Business Contract hereunder. To the extent that a Later Discovered Contract constitutes a Restricted Item or a Shared Contract, it shall be treated in accordance with the foregoing provisions of this Section 2.7; provided that, with respect to any Later Discovered Contract that constitutes a Shared Contract, for purposes of Section 2.7(f), Buyer and Seller shall mutually agree in good faith on the Shared Portion of such Later Discovered Contract.

(k) Schedule 2.7(k) sets forth a true, complete and accurate list of each Novating Government Contract. Without limiting the generality of Section 2.7(b), within 10 Business Days after Closing, Seller shall (i) submit one or more novation or assignment requests for the Contracts set forth on Schedule 2.7(k) to the responsible contracting officer(s) for novation or assignment of such Novating Government Contracts (the "Novation Packages"), and (ii) use reasonable best efforts to secure novation approval(s) or assignments following submission of the Novation Packages. A Novation Package addressing Novating Government Contracts in which the counterparty is a Governmental Authority that is a U.S. federal executive branch agency shall be made in the form and manner prescribed by FAR Subpart 42.12. Where

the counterparty is a Governmental Authority that is not a U.S. federal executive branch agency (including state or local government entities and U.S. federal legislative or judicial branch agencies) Seller and Buyer shall mutually agree on the form of Novation Package to submit. Seller and Buyer may mutually determine to seek a novation with respect to any other Business Contracts. Seller shall provide Buyer with a draft copy of each Novation Package before submission and incorporate reasonable changes provided by Buyer. Seller shall keep Buyer informed on a regular basis and in reasonable detail of the status of its efforts, and shall coordinate with Buyer in advance of any further submissions or other material communication. Buyer shall reasonably cooperate with, and shall cause its Subsidiaries and Affiliates to reasonably cooperate with, Seller (including, where necessary, entering into appropriate instruments of assumption as reasonably requested and with reasonable and customary terms) to cause such novation or assignment to be obtained. For the avoidance of doubt, pursuant to Section 2.1(a) Seller shall have assigned to Buyer all rights and benefits of Seller under any Business Contract that is subject to novation or assignment, and, pursuant to Section 2.1(b)(xvii), Buyer shall have assumed from Seller all liabilities and obligations of Seller under any Business Contract that is subject to novation or assignment, irrespective whether such novation or assignment is deemed to create a new Contract under applicable Law. Without limiting the generality of Section 2.7(f), Seller or one of its Affiliates or Subsidiaries and Buyer or one of its Affiliates or Subsidiaries shall enter the Subcontract Pending Novation upon the Closing.

#### Section 2.8 Title Passage; Delivery of the Purchased Assets.

(a) Upon the Closing, all of the right, title and interest of Seller (except as otherwise set forth in this Section 2.8, including any risk of loss) in and to all of the Purchased Assets shall pass to Buyer, and Buyer shall assume all Assumed Liabilities; provided, however, that Buyer may elect (by notice to Seller) to require Seller to convey any of the Purchased Assets or Assumed Liabilities to an Other Buyer rather than to Buyer, at Buyer's cost and expense, and Seller shall comply with any such election by transferring to Buyer or an Other Buyer, as applicable, such Purchased Assets or Assumed Liabilities, and proper assignments, conveyances and bills of sale (including the Bill of Sale) sufficient to convey to Buyer or such Other Buyer, as applicable, good and marketable title to all of the Purchased Assets, free and clear of all Liens (other than Permitted Liens), and assign to Buyer or such Other Buyer, as applicable, all of the Assumed Liabilities.

(b) The Business Tangible Assets shall (i) if located at a facility that constitutes Business Leased Real Property on the Closing Date, be delivered to Buyer or an Other Buyer, as applicable, at such facility at Seller's cost and expense, and (ii) if not located at a facility that constitutes Business Leased Real Property on the Closing Date, be delivered to Buyer or an Other Buyer, as applicable, in accordance with the remainder of this Section 2.9(b). Buyer will, at Seller's cost and expense, arrange for the removal and relocation of any Business Tangible Assets described by clause (ii) of the first sentence of this Section 2.9(b) to a facility of Buyer or one of its Affiliates or Subsidiaries within 30 days following the Closing Date. Until such Business Tangible Assets are removed from the facility of Seller at which they are located on the Closing Date (the "Seller Facility"), Seller will permit, and will cause its Affiliates and Subsidiaries to permit, Buyer and its authorized agents or representatives, upon reasonable prior notice, to have reasonable access to such Seller Facility during normal business hours and in a manner that does not unreasonably interfere with the operation of Seller's business, to the extent

necessary to comply with the terms of this Section 2.9, including to disconnect, detach, remove, package and crate such Business Tangible Assets for transport. Seller will be responsible, at Seller's cost and expense, for (A) disconnecting and detaching all fixtures and equipment comprising such Business Tangible Assets from the roofs, floor, ceiling and walls of the relevant Seller Facility prior to removing the same from such Seller Facility, (B) packaging and loading such Business Tangible Assets for transporting to and any reinstallation of such Business Tangible Assets at such location(s) as Buyer may reasonably determine, and (C) repairing any damage that is caused by such removal.

(c) Seller shall deliver all Purchased Assets that do not constitute Business Tangible Assets through electronic delivery or in another manner mutually agreed by the Parties and reasonably calculated and legally permitted to minimize or avoid the incurrence of Transfer Taxes if such method of delivery does not adversely affect the condition, operability or usefulness of any Purchased Asset.

Section 2.9 Closing Deliverables and Closing Actions.

(a) At or prior to the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) the Transition Services Agreement, substantially in the form attached hereto as Attachment I and with such schedules attached thereto as are mutually agreed by the Parties (the "Transition Services Agreement"), duly executed by Seller;

(ii) the Bill of Sale, Assignment and Assumption Agreement relating to the Purchased Assets, substantially in the form attached hereto as Attachment II (the "Bill of Sale"), duly executed by Seller;

(iii) the Domain Name Assignment Agreement, substantially in the form attached hereto as Attachment III (the "Domain Name Assignment Agreement"), duly executed by Seller;

(iv) the Subcontract Pending Novation, substantially in the form attached hereto as Attachment IV (the "Subcontract Pending Novation"), duly executed by Seller;

(v) an executed IRS Form W-9 from Seller certifying that it is exempt from backup withholding;

(vi) a complete electronic copy of the Business Contracts and Shared Contracts contained in the online data room organized by Intralinks in connection with the transactions contemplated hereby as of no earlier than two (2) Business Days prior to the Closing Date;

(vii) deliver all books and records pertaining to the Business, including all corporate and other records, books of account, Contracts, agreements and such other documents or certificates as Buyer may reasonably request;



- (viii) a fully executed copy of each Payoff Letter from each party thereto; and
- (ix) evidence of the Requisite Stockholder Consent.
- (b) At or prior to the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:
- (i) to Seller, the Directed Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Seller;
- (ii) to the Escrow Agent, (A) the Adjustment Amount, for deposit into the Adjustment Escrow Account, (B) the Indemnity Escrow Amount, for deposit into the Indemnity Escrow Account and (C) the Specified Matter Escrow Amount, for deposit into the Specified Matter Escrow Account, in each case, as designated by the Escrow Agent;
- (iii) to the recipient(s) thereof, the Payoff Amount, as designated in the Payoff Letter; and
- (iv) each of the Transaction Documents to which it is a party, duly executed by Buyer or one of its Affiliates or Subsidiaries, as applicable.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Schedules to this Agreement delivered by Seller to Buyer concurrently with the execution of this Agreement (the “Schedules”), Seller represents and warrants to Buyer as follows:

Section 3.1 Corporate Organization of Seller. Seller has been duly incorporated and is validly existing as a corporation in good standing under the Laws of the State of Delaware and has the corporate power and authority to own or lease its properties and to conduct its business as it is now being conducted. Seller is duly licensed or qualified to do business and (where applicable) is in good standing as a foreign corporation in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 Due Authorization. Seller has all requisite corporate power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and (subject to the consents, approvals, authorizations and other requirements described in Section 3.4) to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby and thereby are within the corporate or other appropriate powers of Seller, and have been duly authorized by all necessary corporate or other appropriate action on the part of each of Seller and its Subsidiaries, partners or Affiliates, as applicable, including the Requisite

Stockholder Consent, and no further action is necessary to authorize this Agreement. This Agreement and the other Transaction Documents have been duly and validly executed and delivered by Seller and its applicable Subsidiaries and (assuming this Agreement and the other Transaction Documents constitute legal, valid and binding obligations of the other parties thereto) constitute legal, valid and binding obligations of Seller and its applicable Subsidiaries, enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (collectively, the "Remedies Exception").

Section 3.3 No Conflict. Subject to the receipt of the consents, approvals, authorizations and other requirements set forth in Section 3.4, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby and under the Transaction Documents do not and will not, (a) violate any provision of, or result in the breach of, any applicable Law to which Seller or any of its Subsidiaries is subject or by which any property or asset of Seller or any of its Subsidiaries is bound, (b) conflict with the certificate of incorporation, bylaws or other organizational documents of Seller or any of its Subsidiaries, (c) violate any provision of or result in a breach of, or require a consent under, any Material Contract, or terminate or result in the termination of any such Contract, or result in the creation of any Lien (other than a Permitted Lien) under any such Contract upon any of the properties or assets of Seller or any of its Subsidiaries, or constitute an event which, after notice or lapse of time or both, would result in any such violation, breach, termination or creation of a Lien or (d) result in a violation or revocation of any required license, permit or approval from any Governmental Authority, except to the extent that the occurrence of any of the foregoing items set forth in clauses (a), (c) or (d) would not reasonably be expected to (i) be material to the Business and the Purchased Assets, taken as a whole, or (ii) have a Material Adverse Effect.

Section 3.4 Governmental Consents. No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of Seller or the Business with respect to Seller's execution or delivery of this Agreement or the consummation by Seller of the transactions contemplated hereby, except (a) to the extent that if such consent, approval or authorization, or designation or filing is not obtained, given or made, would not, individually or in the aggregate, reasonably be expected to have (i) a material effect on the Business and the Purchased Assets, taken as a whole or (ii) a Material Adverse Effect, or (b) as otherwise disclosed on Schedule 3.4.

Section 3.5 Financial Statements. Attached as Schedule 3.5 are (i) the audited consolidated balance sheets and statements of income, cash flows and stockholders' equity of Seller and its Subsidiaries as of and for the 12-month periods ended December 31, 2018, 2019 and 2020 together with the auditor's reports thereon (the "Audited Financial Statements"), (ii) statements of income and cash flow of Seller and its Subsidiaries as of and for the six-month period ended June 30, 2021 (the "Interim Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements") and (iii) the profit and loss statement of the Business for the 12-month periods ended December 31, 2018, 2019 and 2020 and for the six-month period ended June 30, 2021 (the "Business Financial Statements"). The Financial Statements present fairly, in all material respects, the consolidated financial position and results of operations of Seller and its Subsidiaries as of the dates and for the periods indicated in such

Financial Statements in accordance with GAAP (except in the case of the Interim Financial Statements for the absence of footnotes and other presentation items and for normal year-end adjustments, in each case, that are not reasonably expected to be material in amount or nature). The Business Financial Statements present fairly, in all material respects, the consolidated financial position and results of operations of the Business as of the dates and for the periods indicated in such Business Financial Statements in accordance with GAAP (except for the absence of footnotes and other presentation items and for normal year-end adjustments, in each case, that are not reasonably expected to be material in amount or nature). There are no material off-balance sheet transactions, arrangements, obligations or relationships attributable to the Business or the Purchased Assets that are not described in the footnotes to the Financial Statements.

Section 3.6 Undisclosed Liabilities. As of the date of this Agreement, there is no liability, debt or obligation of or related to the Business of a type required to be reflected or reserved for on a balance sheet prepared in accordance with GAAP, except for liabilities, debts and obligations (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Financial Statements in the ordinary course of the operation of business of Seller and its Subsidiaries, (c) incurred in connection with the transactions contemplated by this Agreement and the Transaction Documents, or (d) that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

Section 3.7 Litigation and Proceedings. As of the date hereof, there are no, and in the past three years there have been no, pending or, to the knowledge of Seller, threatened Actions against Seller or any of its Subsidiaries (in respect of the Business) that, in each case, if resolved adversely to Seller or any of its Subsidiaries, would (a) reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole or (b) reasonably be expected to have a Material Adverse Effect. During the past three years, there have been no actual or, to the knowledge of Seller, threatened disputes, claims, requests for equitable adjustment, actions or proceedings asserted by or against a Governmental Authority or other Person arising under or relating to a Government Contract or Government Bid, that, in each case, if resolved adversely to Seller or any of its Subsidiaries, would (i) reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, or (ii) reasonably be expected to have a Material Adverse Effect.

Section 3.8 Legal Compliance.

(a) Seller and its Subsidiaries (with respect to the Business) are and, during the past three years, have been, in compliance, in all material respects, with all applicable Laws. Neither Seller nor any of its Subsidiaries (with respect to the Business) has received any written notice from any Governmental Authority of any violation of applicable Law at any time during the past three years. With respect to each Government Contract and each Government Bid, during the three years prior to the date hereof, all representations, certifications, disclosures and warranties made by Seller or any of its Subsidiaries were complete and accurate in all material respects as of their effective date and each of Seller and the Subsidiaries of Seller has complied in all material respects with all such representations, certifications, disclosures and warranties.

(b) Seller and its Subsidiaries, and their respective directors, officers, employees and, to the knowledge of Seller, any third parties acting on behalf of Seller or any of its Subsidiaries (including agents, subcontractors or other third party intermediaries), in each case, in respect of the Business, are, and during the past three years, have been, in compliance with all Anti-Corruption Laws. During the past three years, neither Seller nor any of its Subsidiaries (with respect to the Business) (i) has been the subject of any investigation, inquiry or enforcement proceeding by a Governmental Authority regarding compliance with Anti-Corruption Laws, or (ii) has conducted or initiated any internal investigations or filed any disclosures regarding possible violations of such Laws.

### Section 3.9 Contracts; No Defaults.

(a) Schedule 3.9 contains a listing of all Contracts of the following types to which Seller, its Affiliates or any of its Subsidiaries is a party (other than Seller Benefit Plans and the Business Insurance Policies) or otherwise bound relating to the Business (each Contract listed, or required to be listed, on Schedule 3.9, a “Material Contract”):

(i) each Contract (or series of related Contracts) that will involve annual payments or consideration furnished to the Business of more than \$500,000;

(ii) each Contract (or series of related Contracts) (A) that will involve annual payments or consideration furnished by the Business of more than \$500,000 and (B) with any Top Vendor;

(iii) any Contract (A) granting a Lien (other than a Permitted Lien) upon any Purchased Asset; (B) under which any Person guarantees, directly or indirectly, any liabilities or obligations of Seller or any of its Subsidiaries (in respect of the Business); or (C) Seller or any of its Subsidiaries (in respect of the Business) guarantees any liabilities or obligations of any Person.

(iv) any Lease;

(v) each joint venture Contract, partnership agreement or limited liability company agreement with a third party;

(vi) each Contract requiring capital expenditures after the date of this Agreement;

(vii) any Shared Contract;

(viii) any Affiliate Transaction;

(ix) any agreement involving any resolution or settlement of any actual or threatened Action or other dispute that imposes continuing obligations on the Business;

(x) any Contract relating to the disposition or acquisition (in a single transaction or series of related transactions), other than sales of inventory in the ordinary

course of business, of the material assets of, or any equity interest in, any enterprise of Seller or any of its Subsidiaries (in respect of the Business) or the Purchased Assets, in each case, in each case, (A) for an aggregate purchase price in excess of \$500,000, and (B) other than Contracts in which the applicable acquisition or disposition has been consummated and there are no continuing, earn-out, indemnification or similar obligation and no other material obligations ongoing;

(xi) each Contract (A) containing covenants limiting the freedom of the Business to compete with any Person in a product line or line of business or to operate in any geographic area, (B) granting “most favored nation” or similar pricing to any Person, (C) providing for the grant of exclusive sales, distribution, marketing or other exclusive rights, rights of refusal, rights of first negotiation or similar rights and/or terms to any Person, or (D) requiring Seller or any of its Affiliates or Subsidiaries to purchase its total requirements of a good or service from another Person, in each case, which would apply to the activities of Buyer and its Subsidiaries, including with respect to the Business;

(xii) each Contract pursuant to which Seller or any of its Subsidiaries (A) receives any license, sublicense, covenant not to sue, release, or waiver under any Intellectual Property of any third party, other than confidentiality agreements, employee invention assignment agreements, click-wrap, shrink-wrap and off-the-shelf software licenses, and any other software licenses that are available on standard terms to the public generally with aggregate annual fees of less than \$250,000 (collectively “Inbound License Agreements”), and (B) grants any license, sublicense, covenant not to sue, release, or waiver under any Business Intellectual Property, other than any non-exclusive outbound license entered into in the ordinary course of business (collectively, “Outbound License Agreements”); and

(xiii) each Contract under which Seller or its Affiliates is expressly obligated to disclose to any third party any source code of any of the products of the Business (including upon the occurrence of an event or satisfaction of a condition).

(b) As of the date of this Agreement, all of the Material Contracts are (i) in full force and effect, subject to the Remedies Exception, and (ii) represent the valid and binding obligations of Seller or one of its Subsidiaries party thereto and, to the knowledge of Seller, represent the valid and binding obligations of the other parties thereto. Except where the occurrence of such breach or default would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, as of the date of this Agreement (A) neither Seller, any of its Subsidiaries nor, to the knowledge of Seller, any other party thereto is in breach of or default under any such Contract, (B) neither Seller nor any of its Subsidiaries has received any written claim or notice of a material breach of or material default under any such Contract, and (B) to the knowledge of Seller, no event has occurred which, individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Contract (in each case, with or without notice, lapse of time or both). True and complete copies of each Material Contract has been delivered to or made available to Buyer or its representatives.

### Section 3.10 Seller Benefit Plans.

(a) Schedule 3.10(a) sets forth a complete list of each material Seller Benefit Plan in which a Business Employee participates. “Seller Benefit Plan” shall mean (i) any written “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and whether or not subject to ERISA, and (ii) any other plan, policy or program of any kind (whether written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic, currently effective or terminated) providing for severance, salary continuation, retention, retirement, pension, superannuation or supplemental pension benefits, life, health, disability or accident benefits or for deferred compensation, bonuses, stock options, stock appreciation rights, phantom stock, stock purchases or other forms of incentive compensation, profit sharing or post-retirement insurance, compensation or benefits and any trust, escrow or similar agreement related thereto, or any other agreement providing compensation or other employee benefits to any current or former director, officer, employee or other service provider of Seller or any of its Subsidiaries, in each case, which is maintained, sponsored, contributed to, or required to be contributed to, by Seller or any of its Subsidiaries and under which Seller or any of its Subsidiaries has any obligation or liability, contingent or otherwise, excluding any plan or program that is sponsored solely by a Governmental Authority or a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a “Multiemployer Plan”).

(b) With respect to each material Seller Benefit Plan in which a Business Employee participates, Seller has delivered or made available to Buyer or its representatives copies of, to the extent applicable, (i) such Seller Benefit Plan or a summary of such Seller Benefit Plan and (ii) the most recent determination or opinion letter, if any, issued by the Internal Revenue Service with respect to such Seller Benefit Plan.

(c) (i) Each Seller Benefit Plan has been administered in accordance with its terms and all applicable Laws, including, to the extent applicable, ERISA and the Code, in all material respects; and (ii) each Seller Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code (A) has received a favorable determination or opinion letter as to its qualification, (B) has been established under a standardized master and prototype or volume submitter plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer, or (C) has an application for a determination or opinion letter pending or has time remaining under applicable Laws and related guidance to apply for a determination or opinion letter or to make any amendments necessary to obtain a favorable determination or opinion letter.

(d) No Seller Benefit Plan is a pension plan that is subject to Title IV of ERISA and neither Seller nor any of its Subsidiaries or ERISA Affiliates has sponsored or contributed to or been required to contribute to a Multiemployer Plan or other pension plan subject to Title IV of ERISA at any time within the previous six years.

(e) With respect to the Seller Benefit Plans, (i) as of the date hereof, no material Actions (other than routine claims for benefits in the ordinary course) are pending or, to the knowledge of Seller, threatened, and (ii) to the knowledge of Seller, no facts or

circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims.

(f) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby could reasonably be expected to, either alone or in conjunction with any other event (whether contingent or otherwise), (i) result in any payment or benefit becoming due or payable, or required to be provided, to any Business Employee, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any Business Employee, or result in the acceleration of the time of payment, vesting or funding of any such benefit or compensation payable to any Business Employee or (iii) result in any amount failing to be deductible by reason of Section 280G of the Code.

Section 3.11 Labor Relations. As of the date of this Agreement, neither Seller nor any of its Subsidiaries is a party to any collective bargaining agreement. Except as would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, (a) there have not been any representation questions, arbitration proceedings, labor strikes, slowdowns or stoppages, grievances or other labor disputes pending or, to the knowledge of Seller, threatened, with respect to the employees of Seller, (b) Seller is, as of the date of this Agreement, and has been during the 12-month period prior to the date of this Agreement, in compliance with all applicable Laws relating to employment and employment practices, the classification of employees, wages, hours, collective bargaining, unlawful discrimination, civil rights, immigration, terms and conditions of employment and plant closing or mass layoffs and (c) as of the date of this Agreement, there are no charges with respect to or relating to Seller pending or, to the knowledge of Seller, threatened in writing before the Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices. Seller has made available to Buyer a true, correct and complete list of the names of all Business Employees as of the date hereof and each Business Employee's current annual salary rates or current hourly wages, as applicable, bonus, commission or other incentive opportunity, hire date, accrued vacation and paid-time-off, principal work location, leave status and status as exempt or non-exempt. No Business Employee has informed Seller or its Affiliates in writing of any plan to terminate employment with Seller or its Affiliates, and, to the knowledge of Seller, no such employee has any plans to terminate employment with or services for Seller or its Affiliates. Schedule 1.1(a) includes each employee who is primarily engaged in and ordinarily provides services to, or is reasonably necessary for, the operation of the Business as of the date of this Agreement (and any other employee who Seller and Buyer have mutually agreed to include).

#### Section 3.12 Taxes.

(a) All material Tax Returns required by Law to be filed by or with respect to the Purchased Assets or the Business have been timely filed by Seller, and all such Tax Returns are true and complete in all material respects.

(b) Seller has timely paid all material Taxes which are due and payable with respect to the Purchased Assets or the Business.

(c) No deficiency or assessment for any Taxes has been asserted or assessed, or threatened or proposed in writing, by any Governmental Authority in writing with respect to the Purchased Assets or the Business, except for deficiencies which have been satisfied by payment, settled or withdrawn. No audit or other proceeding by any Governmental Authority is pending or threatened in writing with respect to any Taxes due with respect to the Purchased Assets or the Business. There are no Liens (except for Permitted Liens) on the Purchased Assets resulting from unpaid Taxes. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes associated with the Purchased Assets or the Business that will be binding upon Buyer, the Business or the Purchased Assets after the Closing Date.

(d) Seller has not received notice of any action by any Governmental Authority in any jurisdiction where it does not file Tax Returns or pay Taxes with respect to the Purchased Assets or the Business that it is or may be subject to Tax or required to file a Tax Return with respect to the Purchased Assets or the Business by or in that jurisdiction.

(e) All material Taxes relating to the Business or the Purchased Assets that Seller is required by Law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder or other third party have been duly withheld or collected, and have been paid over to the proper authorities to the extent due and payable.

(f) Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

(g) No Purchased Asset is (i) “tax-exempt use property” within the meaning of Section 168(h)(1) of the Code or (ii) “tax-exempt bond financed property” within the meaning of Section 168(g) of the Code.

Section 3.13 Brokers’ Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders’ fee or other similar commission, for which Buyer, Seller or any of its Subsidiaries would be liable in connection with the transactions contemplated by this Agreement based upon arrangements made by Seller, any of its Subsidiaries or Affiliates.

Section 3.14 Insurance. Schedule 3.14 contains a list of all policies of property, fire and casualty, product liability, workers’ compensation, and other forms of insurance held by, or for the benefit of, the Business (the “Business Insurance Policies”). True and complete copies of such insurance policies (or, to the extent such policies are not available, policy binders) have been made available to Buyer or its representatives. As of the date hereof, neither Seller nor any of its Subsidiaries has received any written notice from any insurer under any such insurance policies, canceling or materially adversely amending any such policy or denying renewal of coverage thereunder, and all premiums on such insurance policies due and payable as of the date hereof have been paid.

Section 3.15 Licenses, Permits and Authorizations. Seller and its Subsidiaries hold, and are, in compliance with, all of the material licenses, approvals, consents, registrations



and permits necessary under applicable Laws to conduct the Business in substantially the same manner as it has heretofore been conducted except where the absence of, or the failure to be in compliance with, any such license, approval, consent, registration or permit would not reasonably be expected to be material to the Business. There are no pending or, to the knowledge of Seller, threatened Actions that would reasonably be expected to result in the revocation or termination of any such license, approval, consent, registration or permit that is material to the conduct of the Business as currently conducted

Section 3.16 Title; Sufficiency of Assets.

(a) Except as would not be material to the Business and the Purchased Assets, taken as a whole, Seller or a Subsidiaries thereof has good, valid and marketable title to all of the owned Purchased Assets and valid rights to all the leased Purchased Assets, free and clear of any Liens, other than Permitted Liens.

(b) Except as set forth on Schedule 3.16, the Purchased Assets and the assets, properties and rights that will be Transferred, leased, licensed or otherwise provided to Buyer and/or its Affiliates immediately following the Closing pursuant to the Transaction Documents, including as contemplated by Section 2.7 constitute all of the assets, properties and rights necessary for Buyer to operate and conduct the Business, on a stand- alone basis, immediately following the Closing in all material respects as conducted by Seller and its Subsidiaries as of immediately prior to the Closing, other than such assets as are necessary to conduct certain administrative, accounting, finance and human resources support functions for the Business.

(c) None of the Retained Work involves performance of work that is Related to the Business.

Section 3.17 Real Property. Neither Seller nor any of its Subsidiaries owns any real property used or held for use in the operation of the Business. Schedule 3.17 lists, as of the date of this Agreement, all Leased Real Property. Seller has made available to Buyer true, correct and complete copies of all leases (and all amendments and supplements thereto) relating to the Leased Real Property, including the Business Real Property Leases (collectively, the “Leases”). Except as set forth on Schedule 3.17, neither Seller nor any of its Subsidiaries has subleased, assigned, transferred, conveyed, mortgaged or granted an option to any Person the right to use or occupy the Leased Real Property or any portion thereof or interest therein. With respect to each Lease, (i) Seller or one of its Subsidiaries has a valid and enforceable leasehold estate in, and enjoys peaceful and undisturbed possession of, all Leased Real Property, subject to the Remedies Exception and any Permitted Liens and (ii) as of the date hereof, neither Seller nor any of its Subsidiaries has received any written notice from any lessor of such Leased Real Property of, nor does Seller or any of its Subsidiaries have knowledge of the existence of, any default, event or circumstance that, with or without notice, lapse of time, or both, would constitute a default under any of the Leases governing the Leased Real Property.

Section 3.18 Intellectual Property.

(a) Schedule 3.18(a) lists each patent, trademark, service mark or copyright owned by Seller or any of its Subsidiaries as of the date of this Agreement, in each case, for

which applications have been filed or for which trademark, service mark or copyright registrations or issued patents have been obtained, whether in the United States or internationally as of the date of this Agreement, included in the Business Intellectual Property, including, for each item, (i) the registrant(s)/applicant(s) of record and beneficial owner (if different), (ii) the jurisdiction of application, publication or registration, (iii) the application, publication or registration number, and (iv) the date of filing, publication or registration (the registered and applied for Business Intellectual Property set forth (or required to be set forth) in Schedule 3.18(a), the “Business Registered IP”). As of the date of this Agreement, (A) the Business Registered IP that constitutes issued patents, registered trademarks or registered copyrights is in full force and effect, has not lapsed (except for patents, trademarks and copyrights that have lapsed at the end of their non-renewable statutory term or are not material to the Business as currently conducted) and, to the knowledge of Seller, is valid and enforceable, (B) the material Business Registered IP that constitutes Internet top-level domain name registrations are registered in the name of Seller or one of its Subsidiaries and have not expired, and (C) the Business Registered IP that constitutes applications for patent or applications for registration of trademarks or copyrights are pending with the applicable Governmental Authority.

(b) Seller or one of its Subsidiaries is the sole and exclusive owner of all right, title and interest in the Business Registered IP and other Business Intellectual Property material to the conduct of the Business, free and clear of all liens and encumbrances (other than Permitted Liens). Seller has valid and continuing rights (including pursuant to Inbound License Agreements) to use, sell, license and otherwise exploit, as the case may be, all Intellectual Property used in and material to the conduct of the Business as currently conducted that is not Business Intellectual Property.

(c) To the knowledge of Seller, the operation of the Business does not infringe upon, misappropriate or otherwise violate, and in the past three years has not infringed upon, misappropriated or otherwise violated, any Intellectual Property of any Person. Seller and its Subsidiaries have not received from any Person in the three years prior to the date of this Agreement any written notice, charge, complaint, claim or other written assertion of any infringement or violation by, or misappropriation of, any Intellectual Property of any Person in respect of the Business.

(d) To the knowledge of Seller, as of the date of this Agreement, no third party is infringing upon, misappropriating or otherwise violating any Intellectual Property owned by Seller or any of its Subsidiaries and used in the Business, including any Business Intellectual Property. In the past three years, neither Seller nor any of its Subsidiaries has sent any written notice, charge, complaint, claim or other written assertion asserting or threatening to assert any Action against any Person involving or relating to any Intellectual Property of Seller in respect of the Business.

(e) No funding, facilities or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any material Business Intellectual Property. All material Business Intellectual Property developed, delivered or used under or in connection with any Government Contract or Government Bid has been properly and

sufficiently marked and protected so that no more than the minimum rights or licenses required under applicable Law have been granted to a Governmental Authority or other Person.

(f) It is the practice of Seller to require that each current and former officer, employee and consultant of Seller or its Subsidiaries that has been involved in the creation or development of any material Business Intellectual Property to sign, and each such person has signed, a valid and enforceable written agreement containing an assignment of all such Intellectual Property to Seller or one of its Subsidiaries, as applicable, and reasonable confidentiality provisions with respect to any such Intellectual Property created or developed in the course of such Person's employment or engagement with Seller or one of its Subsidiaries. To the knowledge of Seller, no such officer, employee or consultant (i) is in material breach of any such agreement with respect to any such Intellectual Property or (ii) has claimed any rights in any such Intellectual Property. Seller has taken commercially reasonable steps to maintain the confidentiality of the confidential or proprietary information included in the Business Intellectual Property. To the knowledge of Seller, there has been no misappropriation, misuse or breach of confidentiality of any trade secrets or other confidential Business Intellectual Property by any Person.

(g) For Business Software, Seller (i) has in its possession the source code for such Business Software, and (ii) has not, and does not have any duty or obligation, to disclose or deliver any source code for any Business Software to, any third party, except with respect to any consultant or other Person that has been engaged by the Business to develop or customize such Business Software and who has signed a written agreement pursuant to Section 3.18(f) or other written confidentiality agreement. Seller is not a party to any source code escrow Contract or any other Contract (or a party to any Contract obligating Seller to enter into a source code escrow Contract or other Contract) requiring the deposit of any source code or related materials for any Business Software.

(h) No Business Software contains or is derived from, linked with, called by, or combined or distributed with third-party Open Source Software in a manner that, according to the terms of the license for such Open Source Software, requires that such Business Software (excluding the Open Source Software) be (i) distributed or made available to any third party in source code form, (ii) licensed to any third party for the purpose of modification or redistribution, (iii) licensed to any third party at no charge, or (iv) made subject to the terms and conditions of any Open Source Software license. Seller is in and has been in compliance, in all material respects, with all terms and conditions of any license for Open Source Software that is used by the Business, including in any Business Software, except as would not reasonably be expected to be material to the conduct of the Business. In the past three years, Seller has not received a written notice from any Person alleging noncompliance with any Open Source Software license.

**Section 3.19 Environmental Matters.** As of the date of this Agreement, Seller and its Subsidiaries (in respect of the Business) are in substantial compliance with all Environmental Laws, except for any such instance of non-compliance that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole. As of the date of this Agreement, Seller and its Subsidiaries (in respect of the Business) hold, and are in material compliance with, all material permits required under applicable Environmental Laws to

permit Seller and its Subsidiaries to operate the Business in a manner in which they are now operated and maintained and to conduct the Business as currently conducted, except where the absence of, or the failure to be in material compliance with, any such permit would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole. As of the date of this Agreement, there are no Actions or notices of violation pending or, to the knowledge of Seller, threatened against Seller or any of its Subsidiaries (in respect of the Business) alleging material violations of or material liability under any Environmental Law, except for any such Action or notice that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole. As of the date of this Agreement, there are no Hazardous Materials that have been released or are present on any Leased Real Property or, to the knowledge of Seller, any real property formerly owned or operated by Seller or its Subsidiaries (in respect of the Business) in a quantity, manner or concentration that would reasonably be expected to require Seller or its Subsidiaries to conduct any investigation, cleanup or remedial action pursuant to any Environmental Law, except for any such investigation, cleanup or remedial action that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

Section 3.20 Absence of Changes. From the date of the most recent balance sheet included in the Financial Statements to the date of this Agreement, (a) there has not been any Material Adverse Effect; and (b) the Business has been conducted in the ordinary course of business, consistent with past practice.

Section 3.21 Affiliate Matters. Except (a) the Seller Benefit Plans, (b) the Agreement and the Transaction Documents and (c) Contracts between or among Seller and any of its Subsidiaries, neither Seller nor any of its Subsidiaries (in respect of the Business) is party to any Affiliate Transaction.

Section 3.22 Top Vendors. Schedule 3.22 sets forth a correct list of the top 10 largest suppliers and vendors (the “Top Vendors”), based on expenditures incurred by the Business (or Seller in relation to the Business) for the year ended December 31, 2020. Since January 1, 2018, neither Seller nor any of its Subsidiaries has received any communication from any Top Vendor of any intention or threat to terminate or materially reduce its provision of goods or services to, or otherwise adversely change in any material respect their relationship with, the Business and, to the knowledge of Seller, no such action is being considered. Neither Seller nor any of its Subsidiaries has been, or is currently, engaged in any material dispute with any Top Vendor.

Section 3.23 Government Contracts.

(a) Schedule 3.23(a) sets forth a true and complete list of (i) each Current Government Contract and (ii) each Government Bid which has not expired and for which award has not been issued. True and complete copies of the Contracts listed on Schedule 3.23(a) have been delivered to or made available to Buyer or its representatives. None of the Government Contracts or Government Bids listed (or required to be listed) on Schedule 3.23(a) is currently the subject of any bid or award protest proceeding. No such Government Contract was awarded on the basis of any Preferred Bidding Status. No such Government Bid was submitted pursuant to a procurement process limited to Persons having a Preferred Bidding Status.

(b) With respect to each Government Contract and each Government Bid, during the three years prior to the date hereof, (i) neither Seller nor any of its Subsidiaries nor any of their respective current directors, current officers or, to the knowledge of Seller, current employees is suspended or debarred, or proposed for debarment or suspension from government contracting and, to the knowledge of Seller, no circumstances exist that would reasonably be expected to lead to the institution of such suspension or debarment proceedings; (ii) no Governmental Authority or other Person has notified Seller or any of its Subsidiaries, as applicable, in writing of any breach or violation of any applicable Law; (iii) neither Seller nor any of its Subsidiaries has received any written notice of termination for convenience or default, cure notice, show cause notice or similar notice; (iv) neither Seller nor any of its Subsidiaries has received any written notice of any audits or investigations by any Governmental Authority (other than matters in the ordinary course of business, including such routine audits by the Defense Contract Audit Agency and the United States Office of Federal Contract Compliance Programs, that were closed without any liability or finding of non-compliance); (v) neither Seller nor any of its Subsidiaries has conducted any internal investigation or made, or been required to make, any voluntary or mandatory disclosure to any Governmental Authority with respect to any irregularity, misstatement, significant overpayment or violation of Law arising under or relating to any Government Contract or Government Bid; (vi) no money due to Seller or any of its Subsidiaries has been withheld or set-off; (vii) neither Seller nor any of its Subsidiaries has incurred or currently projects to incur Damages or cost overruns in an amount exceeding \$500,000; and (viii) neither Seller nor any of its Subsidiaries has received a written performance evaluation from a Governmental Authority containing a materially adverse or negative performance rating.

#### Section 3.24 Privacy and Data Security.

(a) During the past three years, Seller and its Subsidiaries have not materially: (i) violated any Privacy and Security Laws, (ii) violated any Seller Privacy and Security Policies, or (iii) breached the contractual obligations of Seller or its Subsidiaries through their (A) collection, use, disclosure or processing of any Personal Data received in connection with the operation of the Business; or (B) to the knowledge of Seller, data, privacy and information security practices (including organizational, physical, administrative and technical safeguards).

(b) During the past three years, Seller and its Subsidiaries have maintained, in a manner consistent with commercially reasonable practices in which Seller and its Subsidiaries operate, and have complied in all material respects with: (i) Security Incident monitoring and detection processes that cover Confidential Information, Personal Data, and IT Systems in relation to which Seller is responsible, and (ii) applicable Security Incident reporting procedures. To the knowledge of Seller, during the past three years, none of Seller nor its Subsidiaries have experienced a Security Incident, including those that triggered reporting requirements defined by contract, Seller Privacy and Security Policies, or required by applicable Privacy and Security Laws.

Section 3.25 Security Clearances. Seller and its Subsidiaries have all facility security clearances and other applicable national industrial security authorizations or accreditations, and their employees hold all personnel security clearances, necessary to conduct the Business in all material respects. Seller and its Subsidiaries are, and have been during the

three years prior to the date hereof, in compliance in all material respects with all applicable national industrial security obligations, including those specified in the NISPOM, and have held during this time at least a “Satisfactory” rating from DCSA or other applicable cognizant security authority (“CSA”). To the knowledge of Seller and its Subsidiaries, there are no facts or circumstances that would reasonably be expected to result in the suspension, invalidation or revocation of any facility security clearance, national industrial security authorization or accreditation held by Seller or its Subsidiaries.

#### Section 3.26 Trade Controls.

(a) Seller, its Subsidiaries, and their respective directors, officers, employees and, to the knowledge of Seller, any third parties acting on behalf of Seller or any of its Subsidiaries (including agents, subcontractors or other third party intermediaries) are, and during the past five years, have been, in compliance in all material respects with all (i) Sanctions Laws and (ii) Trade Control Laws. During the past five years, neither Seller nor any of its Subsidiaries has been the subject of any investigation, inquiry or enforcement proceeding by a Governmental Authority regarding compliance with Sanctions Laws or Trade Control Laws, and neither Seller nor any of its Subsidiaries has conducted or initiated any internal investigations or filed any disclosures regarding possible violations of such Laws.

(b) Neither Seller nor any of its Subsidiaries, nor any of their officers, directors or employees, nor to the knowledge of Seller, any third party representative acting on behalf of Seller or any of its Subsidiaries, is currently, or has been in the last five years, (i) a Sanctioned Person or (ii) engaged in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country.

(c) Schedule 3.26(c) sets forth all active permits, registrations, agreements or other authorizations, including amendments thereof, relating to the Business that Seller or one of its Subsidiaries has obtained under the Sanctions Laws and Trade Control Laws, or to which it is a party, and identifies any pending applications for such permits, registrations, agreements, amendments or other authorizations.

Section 3.27 No Outside Reliance by Seller. Notwithstanding anything contained in this Article III or any other provision hereof, Seller acknowledges and agrees that neither Buyer nor any of its Affiliates, nor any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives, has made, or is making, any representation or warranty whatsoever, oral or written, express or implied (and neither Seller nor any of its Affiliates or their respective directors, officers, employees, stockholders, partners, members, agents or representatives has relied on any representation, warranty or statement of any kind by Buyer or any of its Affiliates or any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives), beyond those expressly given in Article IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Buyer or any of its Subsidiaries.

#### Section 3.28 Accounts Receivable; Accounts Payable.

(a) All accounts receivable of the Business were acquired or arose from sales made or services actually performed in the ordinary course of business that represent bona fide transactions and valid and enforceable claims, are not subject to any setoff, counterclaim or proceeding and are collectible in accordance with their terms, except to the extent of any specific reserves against such accounts receivable reflected on the Financial Statements.

(b) All accounts payable of the Business arose in bona fide, arm's-length transactions in the ordinary course of business and no account payable is delinquent more than 60 days in its payment.

Section 3.29 No Additional Representations or Warranties of Seller. Except as provided in this Article III, neither Seller nor any of its Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has made, or is making, any representation or warranty whatsoever, express or implied, at law or in equity, to Buyer or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives, and no such party shall be liable in respect of the accuracy or completeness of any information provided to Buyer or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER**

Except as set forth in the Schedules, Buyer represents and warrant to Seller as of the date of this Agreement as follows:

Section 4.1 Corporate Organization. Buyer has been duly formed and is validly existing as a limited liability company in good standing under the Laws of the State of Delaware and has the company power and authority to own or lease its properties and to conduct its business as it is now being conducted. Buyer is duly licensed or qualified and (where applicable) is in good standing as a foreign corporation in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed or qualified, except where the failure to be so licensed or qualified or in good standing would not reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.2 Due Authorization. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and (subject to the consents, approvals, authorizations and other requirements described in Section 4.5) to perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Documents to which it is a party by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by managing member of Buyer, and no other company proceeding on the part of Buyer is necessary to authorize this Agreement. This Agreement and the Transaction Documents to which it is a party have been duly and validly executed and delivered by Buyer and (assuming this Agreement and such Transaction Documents constitute legal, valid and binding obligations of the other parties thereto) constitute legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Remedies Exception.

Section 4.3 No Conflict. The execution and delivery of this Agreement by Buyer and the consummation by them of the transactions contemplated hereby do not and will not, (a) conflict with, violate any provision of, or result in the breach of any applicable Law to which Buyer is subject, (b) conflict with the certificate of incorporation, bylaws or other organizational documents of Buyer, or (c) conflict with, violate any provision of, result in a breach of, constitute a default (or an event which, with or without notice, lapse of time or both, would become a default) under, require a consent under, give to any person any right of acceleration, termination, modification or cancellation under, result in the creation of any Lien (other than Permitted Liens) under, or terminate or result in the termination of, any material Contract to which Buyer is a party or by which Buyer may be bound, or terminate or result in the termination of any such material Contract, or result in the creation of any Lien under any such material Agreement upon any of the properties or assets of Buyer or constitute an event which, after notice or lapse of time or both, would result in any such violation, breach, termination or creation of a Lien, except to the extent that the occurrence of the foregoing items set forth in clauses (a) or (c) would not reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.4 Litigation and Proceedings. There are no Actions pending or, to the knowledge of Buyer, threatened in writing against Buyer or any of its Affiliates or their respective representatives that, in each case, if resolved adversely to Buyer or any of its Affiliates or representatives, would reasonably be expected to have a Buyer Material Adverse Effect. There is no unsatisfied judgment or any open injunction binding upon Buyer that would reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.5 Governmental Consents. No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of Buyer with respect to Buyer's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (a) compliance with any applicable securities Laws, (b) compliance with the applicable requirements under Title 22, Section 122.4 of the ITAR and (c) any consents, approvals, authorizations, designations, declarations or filings, the absence of which would not reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.6 Financial Ability. Buyer has cash on hand or undrawn amounts immediately available under existing credit facilities necessary to consummate the transactions contemplated by this Agreement, and to satisfy all of the obligations of Buyer under this Agreement, including (a) paying the Estimated Purchase Price, (b) effecting the repayment of all Debt to be Repaid and (c) paying all fees and expenses of Buyer and its Affiliates (and to the extent Buyer is responsible therefor under this Agreement, any other Person) related to the transactions contemplated by this Agreement.

Section 4.7 Brokers' Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other similar commission in connection with the transactions contemplated by this Agreement based upon arrangements made by Buyer or any of its Affiliates that would be payable by Seller or any of its Affiliates.

Section 4.8 Solvency. Assuming that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects and after giving effect to the transactions contemplated hereby, Buyer and its Subsidiaries, taken as a whole,



(a) will be solvent (in that both the fair value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable liability on its recourse debts as they mature or become due), (b) will have adequate capital and liquidity with which to engage in the Business and (c) will not have incurred and does not plan to incur debts beyond its ability to pay as they mature or become due.

Section 4.9 No Outside Reliance by Buyer. Notwithstanding anything contained in this Article IV or any other provision hereof, Buyer acknowledges and agrees that neither Seller nor any of its Affiliates, nor any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives, has made, or is making, any representation or warranty whatsoever, oral or written, express or implied (and neither Buyer nor any of its Affiliates or their respective directors, officers, employees, stockholders, partners, members, agents or representatives has relied on any representation, warranty or statement of any kind by Seller or any of its Affiliates or any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives), beyond those expressly given in Article III, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Seller or any of its Subsidiaries.

Section 4.10 No Foreign Ownership or Control. Buyer is not, and Buyer and the Business will not be, at or immediately following the Closing, directly or indirectly controlled by (a) a “foreign” Person or Persons for purposes of ITAR, 22 C.F.R. Parts 120 - 130; (b) a “foreign” Person for purposes of reviews of transactions conducted by the Committee on Foreign Investment in the United States under the Defense Production Act of 1950, as amended and codified by 50 U.S.C. Section 4565 and as implemented by regulations at 31 C.F.R. Parts 800-801; (c) a “foreign interest,” as defined in the NISPOM; or (d) a “foreign interest” as defined in the NISPOM such that any “foreign interest,” directly or indirectly, will have the power, whether or not exercised, through contractual arrangements or other means, to direct or decide matters affecting the management or operations of Buyer, Seller or any of its Subsidiaries.

Section 4.11 No Additional Representations or Warranties of Buyer. Except as provided in this Article IV, neither Buyer nor any of its Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has made, or is making, any representation or warranty whatsoever, express or implied, at law or in equity, to Seller or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives, and no such party shall be liable in respect of the accuracy or completeness of any information provided to Seller or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives.

## **ARTICLE V. COVENANTS**

### **Section 5.1 Insurance.**

(a) From and after the Closing, Buyer shall be responsible for securing all insurance (i) required by the terms of an Business Contract, to the extent such Business Contract

is in full force and effect and (ii) otherwise, that Buyer considers appropriate for the operations and assets and liabilities in respect of the Business.

(b) From and after the Closing Date, Buyer shall be entitled to coverage under the Business Insurance Policies with respect to the Business, the Purchased Assets and the Assumed Liabilities for matters, events, facts or circumstances arising on or prior to the Closing Date.

## Section 5.2 Wrong Pockets.

(a) If at any time after the Closing (i) Seller or any of its Subsidiaries receives (A) any refund or other amount that is a Purchased Asset or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement or (B) any refund or other amount that is related to claims or other matters for which Buyer is responsible hereunder, and which amount is not an Excluded Asset, or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement, Seller promptly shall remit, or shall cause to be remitted, such amount to Buyer; or (ii) Buyer or any of its Subsidiaries receives (A) any refund or other amount that is an Excluded Asset or is otherwise properly due and owing to Seller or any of its Subsidiaries in accordance with the terms of this Agreement, or (B) any refund or other amount that is related to claims or other matters for which Seller is responsible hereunder, and which amount is not a Purchased Asset, or is otherwise properly due and owing to Seller or any of its Subsidiaries in accordance with the terms of this Agreement, Buyer promptly shall remit, or shall cause to be remitted, such amount to Seller.

(b) If at any time after the Closing, Buyer or any of its Subsidiaries shall receive or otherwise possess any asset or liability that should belong to Seller or any of its Subsidiaries pursuant to this Agreement, Buyer shall, except to the extent the asset is not transferable as provided in Section 2.7, promptly notify and transfer, or cause to be transferred, such asset or liability to Seller or any of its Subsidiaries. If at any time after the Closing, Seller or any of its Subsidiaries shall receive or otherwise possess any asset or liability that should belong to Buyer or any of its Affiliates pursuant to this Agreement, Seller shall, except to the extent the asset is not transferable as provided in Section 2.7, promptly notify and transfer, or cause to be transferred, such asset or liability to Buyer or any of its Affiliates. Prior to any such transfer of assets pursuant to this Section 5.2(b), Seller and Buyer agree that the Person receiving or possessing such asset shall hold such asset in trust for the Person to whom such asset should rightfully belong pursuant to this Agreement.

(c) If at any time there exist (i) assets that any party discovers were, contrary to the agreements between the Parties, by mistake or unintentional or other omission, transferred to Buyer or retained by Seller or any of their respective Affiliates or (ii) liabilities that any Party discovers were, contrary to the agreements between the Parties, by mistake or unintentional or other omission, assumed by Buyer or retained by Seller or any of their respective Affiliates, then the Parties shall cooperate in good faith to effect the transfer or retransfer of such misallocated assets, and/or the assumption or reassumption of misallocated liabilities, to or by the appropriate Person as promptly as practicable and shall not use the determination that remedial actions need to be taken to alter the original intent of the Parties with respect to the assets to be transferred to or liabilities to be assumed by Buyer or retained by Seller or any of their respective Affiliates.

### Section 5.3 Restrictive Covenants.

(a) During the period beginning on the Closing Date and ending three years following the Closing Date (the “Restricted Period”), Seller shall not, and shall cause its Subsidiaries not to, solicit, hire or engage or attempt to solicit, hire or engage any Restricted Employee to leave the employ of Buyer or its Subsidiaries or Affiliates; provided that the foregoing shall not prohibit (i) any general solicitations that are not targeted at a Restricted Employee or the hiring of any Restricted Employee that responds to such general solicitations, or (ii) soliciting or hiring any Restricted Employee who is no longer employed by Buyer or any of its Affiliates and has not been so employed for at least 180 days (provided that, in the case of any Restricted Employee who is terminated by Buyer without cause, such 180-day period shall instead be a 90-day period).

(b) During the Restricted Period, Buyer shall not, and shall cause its Subsidiaries not to, solicit, hire or engage or attempt to solicit, hire or engage any employee of Seller other than the Continuing Employees (“Seller Restricted Employees”) to leave the employ of Seller or its Subsidiaries or Affiliates; provided that the foregoing shall not prohibit (i) any general solicitations that are not targeted at a Seller Restricted Employee or the hiring of any Seller Restricted Employee that responds to such general solicitations, (ii) soliciting or hiring any Seller Restricted Employee who is no longer employed by Seller or any of its Affiliates and has not been so employed for at least 180 days (provided that, in the case of any Seller Restricted Employee who is terminated by Seller without cause, such 180-day period shall instead be a 90-day period) or (iii) soliciting or hiring any Seller Restricted Employee who has received a notice of termination (or similar communication) with respect to such employment.

(c) During the Restricted Period, neither Seller nor any of its Affiliates shall, directly or indirectly, own, manage, finance, operate or control, or knowingly participate in the ownership, management, operation, financing or control of any Person that has operations engaged in, directly or indirectly, in the Business; provided, however, that the foregoing shall not restrict Seller and its Affiliates from (i) operating the Seller Retained Businesses nor (ii) acquiring or holding shares of capital stock or other equity interests in any Person that engages in the Business, where such shares or interests represent no more than 5% of the outstanding voting power or equity interests in such Person (provided that, in any such case, such shares or interests are purchased and/or held solely for passive investment purposes and neither Seller nor any of its Affiliates is in control of such Person).

(d) During the Restricted Period, Seller agrees (on behalf of itself and its Affiliates) that following the Closing, Seller shall, and shall cause its Affiliates to, treat all information relating to Buyer, the Business, the Purchased Assets and the Assumed Liabilities as confidential, preserve the confidentiality thereof, and not use or disclose to any Person such information (except to its Affiliates, and its and their directors, officer, members, manager, employees, agents, advisors and representatives (collectively, “Seller’s Representatives”) or as otherwise expressly permitted by this Agreement) unless (i) such information is or becomes publicly available through no act or omission in violation hereof by Seller or any of Seller’s Representatives, (ii) such information (as it relates to Buyer) is or becomes available to Seller on a non-confidential basis from a source other than Buyer or its Affiliates when such source, to the knowledge (after reasonable inquiry) of Seller, is not bound by any contractual, legal or fiduciary

obligation of confidentiality to Buyer or any other person with respect to any of such information or (iii) disclosure of such information is required or reasonably necessary to comply with applicable Law (including the rules or regulations of any U.S. or foreign securities exchange or similar organization) (collectively, “Required by Law”). If the disclosure of such information is Required by Law, Seller shall, to the extent not prohibited by applicable Law, provide Buyer with prior written notice as is reasonably practicable under the circumstances and shall use its reasonable best efforts, at Buyer’s expense, to (A) cooperate with Buyer in obtaining an appropriate protective order and/or (B) obtain reliable assurance that confidential treatment will be accorded to any such information.

#### Section 5.4 Employment Matters.

(a) Prior to the Closing, Buyer shall have, or shall have caused one of its Affiliates to, offer employment to each Business Employee, in each case effective as of the Closing (each, an “Offer”). Such offer of employment shall have provided (i) employment initially at a location not more than twenty-five (25) miles from such Business Employee’s principal place of employment immediately prior to the Closing, (ii) for compensation and benefits consistent with the requirements of this Section 5.4 and (iii) that employment with such Buyer or one of its Affiliates will commence effective as of the Closing (such offer of employment, a “Qualifying Offer”). Effective as of the Closing, Buyer, or one of its Affiliates, must hire and employ each Business Employee who accepts and does not repudiate his or her Offer prior to the Closing Date. Those Business Employees who accept employment from Buyer pursuant to the Offers and commence employment with Buyer as of the Closing are referred to herein collectively as “Continuing Employees”. For a period of twelve months following the Closing Date, Buyer shall, or shall cause its Subsidiaries to, provide for the Continuing Employees (A) at least the same base salary or wage rate and annual cash incentive opportunities, if any, as those provided to the Continuing Employees immediately prior to the Closing and (B) other employee benefits, including severance benefits as set forth on Schedule 5.4(a), that are substantially comparable in the aggregate to those provided to the Continuing Employee immediately prior to the Closing (excluding any equity or equity-based compensation, special one-time bonuses or retention arrangements, and any defined benefit pension plan or retiree medical plan participation). No provision of this Agreement shall be construed as a guarantee of continued employment of any Continuing Employee with Buyer or any of its Affiliates following the Closing and this Agreement shall not be construed so as to prohibit Buyer or any of its Affiliates from having the right to terminate the employment of any Continuing Employee following the Closing. Buyer shall indemnify and hold harmless and keep indemnified Seller or its applicable Affiliate against any and all Damages and liabilities associated with any termination of employment of a Business Employee that occurs as a result of any failure of Buyer or an Affiliate of Buyer to make a Qualifying Offer.

(b) From and after the Closing, Buyer shall give each Continuing Employee full credit for purposes of eligibility to participate and vesting under any employee benefit plans, arrangements, collective agreements and employment-related entitlements (including under any 401(k), savings, medical, dental, life insurance, vacation, long-service leave or other leave entitlements, but excluding under any defined benefit pension, post-retirement health and life insurance, severance or separation pay plans) provided, sponsored, maintained or contributed to by Buyer or any of its Subsidiaries for such Continuing Employee’s service with Seller or any of

its Subsidiaries, and with any predecessor employer, to the same extent recognized by Seller or any of its Subsidiaries as of immediately prior to the Closing, except to the extent such credit would result in the duplication of benefits for the same period of service. Within thirty (30) days following the Closing Date, Seller will pay to each Continuing Employee a cash amount equal to the lesser of (i) their accrued but unused paid-time-off balance as of the Closing Date and (ii) 75 hours of accrued but unused paid-time-off as of the Closing Date. As of the Closing, Buyer shall assume and be liable for each Continuing Employee's accrued but unused paid-time-off to the extent in excess of 75 hours of accrued but unused paid-time-off, with such assumed paid-time-off to be used in accordance with, and governed by, the applicable paid-time-off policies of Buyer.

(c) Buyer shall use commercially reasonable efforts to (i) waive, for each Continuing Employee and his or her dependents, any waiting period provision, payment requirement to avoid a waiting period, pre-existing condition limitation, actively-at-work requirement and any other restriction that would prevent immediate or full participation under the health and welfare plans of Buyer or any of its Subsidiaries applicable to such Continuing Employee to the extent such waiting period, pre-existing condition limitation, actively-at-work requirement or other restriction would not have been applicable to such Continuing Employee under the terms of the health and welfare plans of Seller and its Subsidiaries, and (ii) give full credit under the health and welfare plans of Buyer and its Subsidiaries applicable to each Continuing Employee and his or her dependents for all co-payments and deductibles satisfied prior to the Closing in the same plan year as the Closing, and for any lifetime or out-of-pocket maximums, in each of clauses (i) and (ii), as if there had been a single continuous employer.

(d) Effective as of or as soon as administratively practicable following the Closing Date, Buyer shall provide a defined contribution 401(k) plan in which Continuing Employees will be eligible to participate (the "Buyer 401(k) Plan"). On or prior to the Closing Date, Seller or its Affiliates shall cause any Continuing Employees to fully vest in any unvested contributions under any Seller Benefit Plan which is a 401(k) plan (the "Seller 401(k) Plan"). As soon as administratively practicable following the Closing Date, Buyer shall take all commercially reasonable actions necessary to permit Continuing Employees who have an account balance in the Seller 401(k) Plan to rollover (whether by direct or indirect rollover, as selected by such Continuing Employees) his or her "eligible rollover distribution" (as defined under Section 402(c)(4) of the Code) in the form of cash, but excluding any promissory notes or loan balances, from the Seller 401(k) Plan to a Buyer 401(k) Plan.

(e) In respect of any Continuing Employee eligible to participate in an annual cash bonus program of Seller for calendar year 2021, (i) to the extent not paid on or prior to the Closing Date, Seller shall pay such Continuing Employee an amount in cash equal to 260/365th of the target annual cash bonus amount within 30 days following the Closing Date, and (ii) no later than March 15, 2022, Buyer shall pay each such Continuing Employee who remains employed by Buyer or its Affiliate through the date of the payment the remainder of such target annual cash bonus amount.

(f) Nothing in this Section 5.4 shall (i) be construed as an amendment or other modification of any Seller Benefit Plan or other employee benefit plan, (ii) give any third party any right to enforce the provisions of this Agreement, (iii) limit the right of Buyer or any of its

Subsidiaries to amend, terminate or otherwise modify any Seller Benefit Plan or other employee benefit plan or (iv) require Buyer to adopt or maintain any employee benefit plan or from terminating the employment of, or changing the terms of employment of, any Continuing Employee.

Section 5.5 Retention of Books and Records. Buyer shall use reasonable best efforts to retain all books, ledgers, files, reports, plans, records and any other documents pertaining to the Business, the Purchased Assets and the Assumed Liabilities in existence at the Closing that are required to be retained under current retention policies for a period of seven years from the Closing Date. Buyer shall use reasonable best efforts to make the same available after the Closing for inspection and copying by Seller or its representatives, at Seller's expense, during regular business hours and in a manner that does not unreasonably interfere with the operation of the Business or the other businesses of Buyer and its Subsidiaries and upon reasonable request and reasonable advance notice, in each case, (a) in connection with any audit or investigation of, insurance claims by, Actions or disputes involving, or governmental investigations of, Seller or any of its Affiliates, (b) in order to enable Seller to comply with its obligations under this Agreement or any of the other Transaction Documents or (c) for any other reasonable business purpose relating to Seller or any of its Affiliates, but excluding, in each case, any dispute between Seller or any of its Affiliates, on the one hand, and Buyer or any of its Affiliates, on the other hand, except as required by applicable civil process or applicable discovery rules; provided that Buyer shall not be obligated to provide such access or information if it determines, in its reasonable judgment, that doing so would reasonably be expected to (i) violate the rights of its customers, (ii) result in the disclosure of trade secrets or competitively sensitive or classified information to third parties, (iii) violate applicable Law, an applicable Governmental Order or a Contract or obligation of confidentiality owing to a third party, (iv) jeopardize the protection of an attorney-client privilege, attorney work product protection or other legal privilege, (v) be adverse to the interests of such party or any of its Affiliates in any pending or threatened Action, (vi) expose such party or any of its Affiliates to risk of liability for disclosure of sensitive or personal information or (vii) reasonably be prohibited by or inadvisable due to COVID-19 (or otherwise related to COVID-19). In any such event, at the requesting party's reasonable request, the Parties shall use their commercially reasonable efforts to develop an arrangement to communicate, to the extent feasible, the applicable information or a portion thereof in a manner that would not conflict with clauses (i) through (vii) of the immediately preceding sentence or any of the Transaction Documents.

Section 5.6 Further Assurances. The Parties shall use reasonable best efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may reasonably be necessary or as another Party may reasonably request to comply with this Agreement and to consummate and give effect to the transactions contemplated hereby.

Section 5.7 Performance Guarantees. If any outstanding letters of credit, guarantees and other contractual obligations entered into by or on behalf of Seller or any of its Subsidiaries relating to or used in the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "Guarantees") are not replaced by Buyer or its Affiliates, or Seller and its Subsidiaries is not fully released therefrom, (a) Seller shall, and shall cause its Subsidiaries to, cause any such Guarantee to remain in effect from and after the Closing; and (b) Buyer agrees

that, to the extent Seller or any of its Subsidiaries incurs any cost or expense, or is required to make any payment, in connection with any such Guarantees on or after the Closing, Buyer shall indemnify and hold harmless Seller and its Subsidiaries against, and reimburse Seller and its Subsidiaries for, any and all amounts paid, including out-of-pocket costs or expenses actually incurred in connection with such Guarantees, including Seller's and its Subsidiaries' expenses in maintaining such Guarantees, whether or not any such Guarantee is drawn upon or required to be performed, and shall in any event promptly and in no event later than three Business Days after written demand therefor from Seller, reimburse Seller and its Subsidiaries to the extent that any Guarantee is called upon and Seller or any of its Subsidiaries makes any payment or incurs any liability in respect of any such Guarantee.

#### Section 5.8 Tax Matters.

(a) In the case of any Straddle Period, the portion of any ad valorem or property Taxes that are payable for such Straddle Period and relate to the portion of such Straddle Period ending on the Closing Date shall be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period. Seller and Buyer shall promptly reimburse each other in accordance with such allocation for any such Taxes which any Party is required to pay under applicable Law and the other Party is required to pay under this Section 5.8(a).

(b) Notwithstanding anything else in this Agreement, Buyer shall be responsible for and shall pay 100% of all Transfer Taxes. Buyer shall prepare and file all necessary Tax Returns and other required documentation relating to such Transfer Taxes in accordance with applicable Law. To the extent reasonably requested by Buyer, each other party to this Agreement shall cooperate in the filing and join in the execution of any such Tax Returns and other required documentation. Upon Buyer's request, Seller shall promptly reimburse Buyer for Seller's share of any such Transfer Taxes. The Parties shall reasonably cooperate with each other, including providing each other with appropriate exemption certificates and other documentation, to reduce the amount of Transfer Taxes.

(c) The Parties agree to allocate the Estimated Purchase Price (and any Assumed Liabilities and other items, including any payment to Seller pursuant to Section 2.5, taken into account as consideration for the Purchased Assets under applicable Tax Law) among the Purchased Assets for purposes of Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any comparable or similar provisions of applicable state and local Tax Law) by preparing a written schedule in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Purchase Price Allocation"). No later than 60 days after the date that the Determination Date, Buyer shall deliver to Seller for its review and comment the draft Purchase Price Allocation, which Seller shall have 15 days to provide reasonable written comments upon, if any. Buyer shall amend the Purchase Price Allocation to include any of Seller's reasonable written comments that Buyer agrees with. If the Parties are unable to agree on any of Seller's comments, then Seller and Buyer shall negotiate in good faith to resolve any such disagreement, but if they do not reach a final resolution within 30 days after the delivery of Seller's comments (or such longer period as the Parties may mutually agree in writing), Seller and Buyer shall submit such dispute to the Auditor. Seller and Buyer shall use

their commercially reasonable efforts to cause the Auditor to resolve all disagreements as soon as practicable with respect to the disputed items. The resolution of the dispute by the Auditor shall be final and binding on and non-appealable by the Parties hereto (such Purchase Price Allocation, as agreed to by the Parties or as determined by the Auditor, the “Final Allocation Schedule”) and the costs and expenses of the Auditor shall be borne equally by Buyer and Seller. Unless otherwise required by a change in applicable Law or good faith resolution of a Tax contest, neither Buyer nor Seller shall take any position inconsistent with the final Purchase Price Allocation in any Tax Return or any judicial, administrative, or other proceeding.

(d) Notwithstanding anything to the contrary in this Agreement, neither Buyer nor any of its Affiliates shall enter in any voluntary disclosure agreement (or similar agreement) or participate in any voluntary disclosure (or similar disclosure) with any Governmental Authority, which could increase Seller’s (or any of its Affiliates) liability for Taxes (including any liability of Seller to indemnify Buyer for Taxes pursuant to this Agreement) without Seller’s prior written consent.

#### Section 5.9 NISPOM Notification.

(a) Within five Business Days of the Closing, Seller shall prepare and submit to DCSA and, to the extent required by Law, any other CSA, a notification of the transactions contemplated by this Agreement pursuant to 32 C.F.R. § 117.8(c)(7)(i) and other applicable national industrial security regulations (the “NISPOM Notice”). Buyer shall reasonably cooperate in providing Seller information relating to Buyer and its Affiliates for the NISPOM Notice. Seller and Buyer shall promptly provide DCSA or any other CSA with all necessary information within their respective control to respond to any inquiries made by DCSA or a CSA.

(b) From and after the date hereof, Seller and Buyer shall reasonably cooperate in Seller’s or Buyer’s request, as applicable, from DCSA and any other such CSA for the continuance of all U.S. government facility security clearances or other applicable national industrial security authorizations or accreditations reasonably necessary to conduct its business in all material respects as currently conducted as of the date hereof.

#### Section 5.10 Seller Names and Marks.

(a) After the Closing, Buyer shall not, and shall not permit the Business to, use any of the Seller Names and Seller Marks. Buyer, for itself and its Affiliates, acknowledges and agrees that neither Buyer nor any of its Affiliates shall have any rights in any of the Seller Names and Seller Marks, and neither Buyer nor any of its Affiliates shall contest the ownership or validity of any rights of Seller or any of its Affiliates in or to any of the Seller Names and Seller Marks. Notwithstanding the foregoing, (i) Seller acknowledges that certain of the Seller Names and Seller Marks have been used prior to the Closing in connection with Contracts of the Business and any invoices, letters or other documentation related thereto and use of such Seller Names and Seller Marks in connection with and those materials shall not, subject to the remainder of this Section 5.10, be deemed a breach of this Section 5.10; provided, however, that Buyer shall use reasonable best efforts to notify all counterparties to such Contracts of the name change in the ordinary course of business following the Closing Date, and (ii) Buyer shall, for a period of six months after the Closing Date, be entitled to use, solely in connection with the



operation of the Business, all of the Business' existing stocks of signs, letterheads, invoices, advertisements and promotional materials and all Internet website content, inventory and other documents and materials, in each case, in existence and used by the Business as of the Closing (collectively, the "Existing Stock"), in each case, containing, bearing or embodying the Seller Names and Seller Marks, after which period Buyer shall cause the removal or obliteration of all Seller Names and Seller Marks from such Existing Stock or cease using such Existing Stock.

(b) Notwithstanding anything herein to the contrary, Buyer and its applicable Affiliates shall not be required to hide, edit, modify or remove the Seller Names and Seller Marks (i) from any given Business Software until the later of (A) the next actual major release date of such Business Software or (B) six months after the Closing (such date, for each such item of Business Software, the "Wind-Down Date"); (ii) that are incorporated in any existing Business Software installed prior to the Wind-Down Date on-premise or hosted using an instance installed prior to the Wind-Down Date for which the customer or licensed user has elected not to update such Business Software with a new release; or (iii) that are not visible by the customer, licensed user or any third party at any time during the installation, operation or use of the Business Software. Effective upon the Closing, the Seller hereby grants to Buyer and its Affiliates, a limited, non-exclusive, royalty-free license to (1) continue to use the Seller Names and Seller Marks in connection with the Business Software, solely as the Seller Names and Seller Marks are used as of the Closing and subject to maintaining at least the same quality standards and service levels as the Business employed prior to the Closing, until the Wind-Down Date for such Business Software and (2) otherwise use the Seller Names and Seller Marks in accordance with this Section 5.10.

#### Section 5.11 Contracting Matters.

(a) From and after the Closing until March 31, 2022, Buyer shall make the CIO-CS Vehicle available to Seller and its Affiliates for purposes of Seller or its Affiliates submitting new Government Bids and performing under resulting Government Contracts; provided, however, that (i) any such Government Bid and resulting Government Contract must relate to the Seller Retained Business and (ii) Buyer shall have no obligation to submit any Government Bid for an opportunity that it decides to pursue or that Buyer reasonably determines would create an unmitigable conflict of interest or otherwise does not comply with the requirements of the CIO-CS Vehicle and any relevant solicitation or request for proposals.

(b) Upon Transfer to Buyer of a Contract Related to the Business under which Retained Work resides, Buyer shall use commercially reasonable efforts to provide Seller with the economic and operational equivalent of the retention of the Retained Work. In furtherance of these efforts, Buyer and Seller shall negotiate in good faith subcontract agreements in with terms substantially similar to the Subcontract Pending Novation for such pass-through arrangements.

(c) From and after the Closing, Buyer shall use commercially reasonable efforts to collect the Outstanding Receivables and remit to Seller, within seven Business Days of receipt any amount collected that is an Outstanding Receivable, the amount of such Outstanding Receivable, net of any commissions or similar payments owed to any Continuing Employee in respect of such Outstanding Receivable.

## **ARTICLE VI. SURVIVAL; INDEMNIFICATION**

Section 6.1 Survival. None of the representations and warranties of any Party contained in this Agreement shall survive the Closing. The covenants and agreements set forth in this Agreement shall survive the Closing in accordance with their respective terms.

### Section 6.2 Indemnification.

(a) Indemnification by Seller. Subject to the limitations set forth in this Article VI, from and after the Closing, Seller will indemnify and hold harmless Buyer, each of its Affiliates, and its and their respective managers, general partners, directors, officers and employees (collectively, the “Buyer Indemnified Parties”) from and against any and all Damages incurred or suffered by any Buyer Indemnified Party that relate to, arise out of or result from (i) any Excluded Liability (other than any liability relating to any Specified Matter); and (ii) any breach after the Closing of any covenant or other agreement of Seller under this Agreement (the foregoing clauses (i) and (ii), collectively, the “Other Seller Indemnified Matters”); and (iii) any failure of Seller or any of its Subsidiaries to remit any sales or use Tax on purchases of hardware or any related components, including software, where such hardware or related component, including software, is used in the Business and such purchase occurred in a Pre-Closing Tax Period (the “Specified Matter”).

(b) Indemnification by Buyer. Subject to the limitations set forth in this Article VI, from and after the Closing, Buyer will indemnify and hold harmless Seller, each of its Affiliates, and its and their respective, managers, general partners, directors, officers and employees (collectively, the “Seller Indemnified Parties”) from and against any and all Damages incurred or suffered by any Seller Indemnified Party that relate to, arise out of or result from (i) any Assumed Liability; and (ii) any breach after the Closing of any covenant or other agreement of Buyer under this Agreement (the foregoing clauses (i) and (ii), collectively, the “Buyer Indemnified Matters”).

### Section 6.3 Procedures.

(a) Any Person entitled to be indemnified under this Article VI (the “Indemnified Party”) shall promptly give written notice to the party hereto from whom indemnification may be sought (the “Indemnifying Party”) of any pending or threatened Action against the Indemnified Party that has given or would reasonably be expected to give rise to such right of indemnification with respect to such Action (a “Third Party Claim”), indicating, with reasonable specificity, the nature of such Third Party Claim, the basis therefor, a copy of any material documentation received from the third party, the amount and calculation of the Damages (if then known) for which the Indemnified Party is entitled to indemnification under this Article VI (and a good faith estimate of any such future Damages relating thereto), and the provision(s) of this Agreement in respect of which such Damages shall have occurred. A failure by the Indemnified Party to give notice of a Third Party Claim pursuant to this Section 6.3(a) or to tender the defense of the Third Party Claim pursuant to Section 6.3(b) shall not limit the obligations of the Indemnifying Party under this Article VI, except to the extent such Indemnifying Party is materially prejudiced thereby.

(b) With respect to any Third Party Claim, the Indemnifying Party under this Article VI shall have the right, but not the obligation, to assume the control and defense, at its own expense and by counsel of its own choosing (who shall be reasonably acceptable to the Indemnified Party), of such Third Party Claim and any Third Party Claims related to the same or a substantially similar set of facts by providing written notice to the Indemnified Party within 20 days of receiving notice of the Third Party Claim pursuant to Section 6.3(a); provided that the Indemnifying Party shall not be entitled to assume the control and defense of such Third Party Claim, and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party, if (i) such Third Party Claim relates to, or arises in connection with, a criminal Action; (ii) a material conflict of interest exists between the applicable Indemnified Party and the Indemnifying Party with respect to the defense of such Third Party Claim (including if there are specific defenses available to the Indemnified Party that are different from or additional to those available to the Indemnifying Party and that could be materially adverse to the Indemnifying Party); (iii) upon petition by the Indemnified Party, an appropriate court of competent jurisdiction rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such Third Party Claim; or (iv) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party.

(c) If the Indemnifying Party so undertakes to control and defend any such Third Party Claim pursuant to Section 6.3(b), (i) the Indemnified Party shall reasonably cooperate with the Indemnifying Party and its counsel in the defense against, and settlement of, any such Third Party Claim; (ii) the Indemnifying Party shall keep the Indemnified Party timely appraised of any material developments with respect to such Third Party Claim and the Indemnified Party shall be entitled to receive copies of all pleadings, notices and communications with respect to such Third Party Claim as the Indemnified Party may reasonably request; (iii) such Third Party Claim underlying such defense will be irrevocably and unconditionally deemed to be indemnifiable under this Agreement by the Indemnifying Party; (iv) the Indemnifying Party shall thereby waive its right to make any claim that any Damages suffered by the Indemnified Party (other than the fees of the Indemnified Party's separate legal counsel or any other expenses incurred by the Indemnified Party without the request or direction of, or in connection with, the Indemnified Party) are not indemnifiable hereunder (subject to the applicable limitations contained herein); and (v) the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless such settlement (A) does not involve any non-monetary relief against or any finding or admission of any violation of Law or wrongdoing by the Indemnified Party, (B) expressly and unconditionally releases the Indemnified Party and its Affiliates from all liabilities and obligations with respect to such Third Party Claim and (C) any money damages are borne solely by the Indemnifying Party and, in such case, the Indemnifying Party shall notify the Indemnified Party in writing prior to effecting any settlement and shall make available a copy of the settlement agreement for the Indemnified Party's review prior to execution thereof. Subject to the foregoing, if the Indemnifying Party so undertakes to control and defend any such Third Party Claim, the Indemnified Party shall have the right to participate in, but not control, the defense of such Action at its own cost and expense, and to employ separate legal counsel, which legal counsel shall cooperate with the Indemnifying Party and its legal counsel.

(d) In the event the Indemnifying Party does not elect, or is not permitted, to assume control of the defense of a Third Party Claim pursuant to Section 6.3(b), then the Indemnified Party shall have the right to assume the control and defense (the costs and expense of which will be borne by the Indemnified Party) with counsel of its own choosing. In such case, (i) the Indemnifying Party shall reasonably cooperate with the Indemnified Party and its counsel in the defense against, and settlement of, any such Third Party Claim and (ii) the Indemnified Party shall keep the Indemnifying Party timely apprised of any material developments with respect to such Third Party Claim, and the Indemnifying Party shall be entitled to receive copies of such pleadings, notices and communications with respect to any Third Party Claim as the Indemnifying Party may reasonably request; provided, however, that the Indemnified Party may not settle any Third Party Claim without the written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed). If the Indemnifying Party does not assume the control and defense of a Third Party Claim, it shall nevertheless be entitled to participate in, but not control, the defense of such Action at its own cost and expense and to employ separate legal counsel at its own cost and expense, which legal counsel shall cooperate with the Indemnified Party and its legal counsel.

(e) With respect to any Third Party Claim that implicates the Seller Indemnified Parties, on the one hand, and the Buyer Indemnified Parties, on the other hand, in any material respect due to the allocation of liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement (a “Shared Matter”), Seller and Buyer shall use their respective reasonable best efforts cooperate and maintain a joint defense (in a manner that is intended to preserve for all Parties any privilege with respect thereto). Notwithstanding anything to the contrary herein, the Parties may jointly retain counsel (in which case the cost of counsel shall be shared in proportion to their expected financial exposure, which costs shall be reallocated at such time as the expected financial exposure is finally determined in proportion to such final determined financial exposure) or retain separate counsel (in which case each party will bear the cost of its separate counsel) with respect to any Shared Matter. If the Parties jointly retain counsel and the expected financial exposure is not reasonably estimable, then the Parties shall equally share the cost of joint counsel until such time as the expected financial exposure is finally determined. The party with the greater financial exposure to a Shared Matter shall manage such Shared Matter; provided that any outside counsel employed by a party managing the Third Party Claim with respect thereto shall be subject to the approval of the other Party (not to be unreasonably withheld, conditioned or delay); provided, further, that if the Third Party Claim involves the pursuit of any criminal sanctions or penalties or seeks equitable or injunctive relief against any party or a Subsidiary of a party, that party shall be entitled to control the defense of the claim against such party. The party managing such Shared Matter shall on a quarterly basis, or if a material development occurs as soon as reasonably practicable thereafter, inform the other party of the status of and developments relating to any Shared Matter and provide copies of any material document, notices or other materials related to such Shared Matter; provided that the failure to provide any such information shall not be a basis for liability of a party managing such Shared Matter except and solely to the extent the other party shall have been materially prejudiced thereby.

(f) In the event that any Indemnified Party has or may have an indemnification claim against any Indemnifying Party under this Article VI that does not involve a Third Party Claim (a “Direct Claim”, and together with the Third Party Claims, each, a

“Claim”), the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party indicating, with reasonable specificity, the nature of such Direct Claim, the basis therefor, the amount and calculation of the Damages (if then known) for which the Indemnified Party is entitled to indemnification under this Article VI (and a good-faith estimate of any such future Damages relating thereto), and the provision(s) of this Agreement in respect of which such Damages shall have occurred. A failure by the Indemnified Party to give notice in a timely manner pursuant to this Section 6.3(f) shall not limit the obligations of the Indemnifying Party under this Article VI, except to the extent such Indemnifying Party is materially prejudiced thereby. If the Indemnifying Party disputes its liability with respect to such Direct Claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in the appropriate court of competent jurisdiction set forth in Section 7.13.

(g) Following the final resolution of any Claim pursuant this Section 6.3, if any amounts are owed to Buyer in connection therewith, then, within five Business Days of such final resolution, Buyer and Seller shall execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Buyer delivered to the Escrow Agent in accordance with the Escrow Agreement, to Buyer such amount(s) owed to Buyer (i) in the case of the final resolution of any Claim respect of any Other Seller Indemnified Matters, from the then-remaining Indemnity Escrow Funds, and (ii) in the case of the final resolution of any Claim in respect of the Specified Matter, the then-remaining Specified Matter Escrow Funds.

Section 6.4 Mitigation. Each Indemnified Party will use commercially reasonable efforts to mitigate any Damage upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto.

Section 6.5 Limitations on Indemnification for the Specified Matter. The Specified Matter Escrow Funds shall be the sole and exclusive source of recovery for any indemnification pursuant to this Article VI in respect of the Specified Matter, and all claims for payment in respect of the Specified Matter shall be asserted solely against the Specified Matter Escrow Funds in accordance with this Article VI and the Escrow Agreement.

Section 6.6 Release of Indemnity Escrow Funds and Specified Matter Escrow Funds.

(a) Indemnity Escrow Funds. On March 21, 2022, any then-remaining Indemnity Escrow Funds in excess of the sum of (i) \$5,000,000 and (ii) the aggregate amount of the Buyer Indemnified Parties’ good faith estimate of all then-pending Claims with respect to any Other Seller Indemnified Matters shall be released to Seller. On September 21, 2022, any then-remaining Indemnity Escrow Funds in excess of the sum of (A) \$2,500,000 and (B) the aggregate amount of the Buyer Indemnified Parties’ good faith estimate of all then-pending Claims with respect to any Other Seller Indemnified Matters shall be released to Seller. On March 21, 2023, any then-remaining Indemnity Escrow Funds in excess of the aggregate amount of the Buyer Indemnified Parties’ good faith estimate of all pending Claims with respect to any Other Seller Indemnified Matters shall be released to Seller.

(b) Specified Matter Escrow Funds. On September 21, 2022, any then-remaining Specified Matter Escrow Funds in excess of *the sum of* (i) \$8,333,333 and (ii) the aggregate amount of the Buyer Indemnified Parties' good faith estimate of all then-pending Third Party Claims with respect to any Specified Matters shall be released to Seller. On September 21, 2023, any then-remaining Specified Matter Escrow Funds in excess of the aggregate amount of the Buyer Indemnified Parties' good faith estimate of all pending Third Party Claims with respect to any Specified Matters shall be released to Seller.

(c) Joint Written Instructions. Upon the release of any Indemnity Escrow Funds or Specified Matter Escrow Funds to Seller pursuant to this Section 6.6, Buyer and Seller shall promptly execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Seller delivered to the Escrow Agent in accordance with the Escrow Agreement, to Seller such Indemnity Escrow Funds or Specified Matter Escrow Funds, as applicable.

Section 6.7 Characterization of Indemnification Payments. Except as otherwise required by applicable law, the Parties will treat any indemnification payment made hereunder as an adjustment to the Purchase Price.

Section 6.8 Exclusive Remedy. Except (a) in the event of any fraud and (b) for specific performance, injunctive relief and other equitable remedies available pursuant to this Agreement, from and after the Closing the sole and exclusive remedy of each Indemnified Party with respect to any and all matters arising out of, relating to or connected with this Agreement and the transactions contemplated hereby will be the indemnification provisions set forth in this Article VI. In furtherance of the foregoing, each Party (on behalf of itself and its Subsidiaries, Affiliates and Representatives) hereby waives, from and after the Closing, any and all rights, claims and causes of action that it may have against the other Party or any of its Subsidiaries, Affiliates or Representatives arising under or based upon any Law or otherwise (except pursuant to the indemnification provisions set forth in this Article VI).

## **ARTICLE VII. MISCELLANEOUS**

Section 7.1 Waiver. Any party to this Agreement may, at any time prior to the Closing, by action taken by its board of directors, or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement or (without limiting Section 7.10) agree to an amendment or modification to this Agreement by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement. No waiver by any of the Parties of any default, misrepresentation or breach of representation, warranty, covenant or other agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party sought to be charged with such waiver.

Section 7.2 Notices. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given (i) when delivered in

person, (ii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iii) when delivered by email, addressed as follows:

(a) If to Buyer, to:

c/o Peraton Corp.  
12975 Worldgate Drive, Suite 700  
Herndon, Virginia 20170  
Attention: Jim Winner  
Email: jwinner@peraton.com

with a copy (which shall not constitute notice) to:

Veritas Capital Fund Management, L.L.C.  
9 West 57th Street, 32nd Floor  
New York, New York  
Attention: Aneal Krishnan  
Email: akrishnan@veritascapital.com

Milbank LLP  
55 Hudson Yards  
New York, New York 10001  
Attention: Rick Presutti  
Email: rpresutt@milbank.com

(b) If to Seller, prior to the Closing, to:

ViON Corporation  
196 Van Buren St. Suite 300  
Herndon, VA 20170  
Attention: Tom Frana  
Email: Tom.Frana@vion.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP  
555 Eleventh Street, N.W., Suite 1000  
Washington, D.C. 20004-1304  
Attention: Joseph Simei  
Email: Joseph.Simei@lw.com

or to such other address or addresses as the Parties may from time to time designate in a written notice delivered in accordance with this Section.

Section 7.3 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other party; provided, however, that, notwithstanding the foregoing, (a) Buyer may collaterally assign its rights hereunder to its Lenders or any collateral agent or trustee therefor without Seller's consent and (b) Buyer may

assign any rights and obligations (including any right to purchase any Purchased Asset, or to assume any Assumed Liability) hereunder to its Affiliates without Seller's consent; provided, further, that in the case of any assignment described in this clause (b), no such assignment shall relieve Buyer of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Section 7.3 is subject to Section 7.17.

Section 7.4 Rights of Third Parties; Successors in Interests.

(a) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement; provided, however, that, notwithstanding the foregoing, Prior Seller Counsel and the Designated Persons shall be intended third-party beneficiaries of, and may enforce, Section 7.16.

(b) For the avoidance of doubt, in the event that, following the Closing, any Party (i) sells all or substantially all of, or a material portion of, its assets, in a single transaction or series of related transactions, to a third party, or (ii) is party to a merger, consolidation, restructuring or other similar transaction, then such third party, in the case of the foregoing clause (i), or the resulting entity in such transaction, in the case of the foregoing clause (ii) (each, a "Successor in Interest"), the applicable Successor in Interest shall become a Party to this Agreement as Seller or Buyer, as applicable, and shall comply with, and be subject to, the terms and conditions of this Agreement applicable to such Party.

(c) This Section 7.4 is subject to Section 7.17.

Section 7.5 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants; provided, however, that the fees and expenses of the Auditor, if any, shall be paid in accordance with Section 2.5.

Section 7.6 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction. This Section 7.6 is subject to Section 7.17.

Section 7.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic transmission (e.g., "pdf") will be effective as delivery of a manually executed counterpart hereof.

Section 7.8 Schedules and Annexes. The Schedules and Annexes referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Schedules and Annexes shall be deemed references to such parts of this Agreement, unless the context shall



otherwise require. Any disclosure made by a party in the Schedules with reference to any section or schedule of this Agreement shall be deemed to be a disclosure with respect to all other sections or schedules to which the relevance of such disclosure to such other sections or schedules is reasonably apparent on the face of such disclosure. Certain information set forth in the Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 7.9 Entire Agreement. This Agreement (together with the Schedules and Annexes to this Agreement) and the Transaction Documents constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings or agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist among any of the Parties, except as expressly set forth in this Agreement and the Transaction Documents.

Section 7.10 Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement. This Section 7.10 is subject to Section 7.17.

Section 7.11 Publicity. No Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed or conditioned) unless, in the reasonable judgment of such Party, disclosure is otherwise required by applicable Law; *provided that*, to the extent any such disclosure is required by applicable Law, the Party intending to make such disclosure shall consult with the other Party with respect to the content and timing of any such disclosure before such disclosure is made. Notwithstanding the foregoing, but subject to the Confidentiality Agreement, nothing in this Section 7.11 shall prevent any Affiliate of Buyer that is a private equity or similar investment fund, or any manager or general partner of any such fund, from reporting or disclosing with respect to fundraising, marketing, informational or reporting activities, on a confidential basis, to its partners, investors, potential investors or similar parties (in each case that are bound to an obligation of confidentiality with respect to), general information regarding this Agreement and the transactions contemplated hereby.

Section 7.12 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained

herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

**Section 7.13 Jurisdiction; Waiver of Jury Trial.**

(a) Any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby may be brought in the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Delaware), and, in each case, appellate courts therefrom, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of such Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 7.13(a).

(b) Each Party hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any Action arising out of this Agreement or the transactions contemplated hereby. Each Party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any Action, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Party has been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 7.13(b).

(c) This Section 7.13 is subject to Section 7.17.

**Section 7.14 Enforcement.** The Parties agree that irreparable damage may occur, and that the Parties would not have any adequate remedy at law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages or otherwise, in addition to any other remedy to which any party is entitled at law or in equity. Each party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

**Section 7.15 Non-Recourse.** Except to the extent otherwise set forth in the Confidentiality Agreement, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to in any manner this Agreement, or the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (including any representation or warranty made in, in connection with, or as an

inducement to this Agreement) may only be brought against, the entities that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement and not otherwise), except as set forth in the Confidentiality Agreement, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor, or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of Seller or Buyer under this Agreement (whether for indemnification or otherwise) or of or for any claim based on, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (including any representation or warranty made in, in connection with, or as an inducement to this Agreement).

Section 7.16 Waiver of Conflicts Regarding Representations; Non-Assertion of Attorney-Client Privilege.

(a) Conflicts of Interest. Buyer acknowledges that Latham & Watkins LLP (“Prior Seller Counsel”) has, on or prior to the Closing Date, represented one or more of Seller and its Subsidiaries and other Affiliates, and their respective officers, employees and directors (each, a “Designated Person”) in one or more matters relating to this Agreement or any other agreements or transactions contemplated hereby (including any matter that may be related a litigation, claim or dispute arising under or related to this Agreement or such other agreements or in connection with such transactions) (each, an “Existing Representation”), and that, in the event of any post-Closing matters (i) relating to this Agreement or any other agreements or transactions contemplated hereby (including any matter that may be related to a litigation, claim or dispute arising under or related to this Agreement or such other agreements or in connection with such transactions) and (ii) in which Buyer or any of its Affiliates, on the one hand, and one or more Designated Persons, on the other hand, are or may be adverse to each other (each, a “Post-Closing Matters”), the Designated Persons reasonably anticipate that Prior Seller Counsel will represent them in connection with such matters. Accordingly, Buyer hereby (A) waives and shall not assert to cause its Affiliates to waive and to not assert, any conflict of interest arising out of or relating to the representation by one or more Prior Seller Counsel of one or more Designated Persons in connection with one or more Post-Closing Matters (the “Post-Closing Representations”), and (B) agrees that, in the event that a Post-Closing Matter arises, Prior Seller Counsel may represent one or more Designated Persons in such Post-Closing Matter even though the interests of such Person(s) may be directly adverse to Buyer or any of its Affiliates, and even though Prior Seller Counsel may be currently representing Buyer or any of its Affiliates. Without limiting the foregoing, each of Buyer and Seller (on behalf of itself and its Affiliates) consents to the disclosure by Prior Seller Counsel, in connection with one or more Post-Closing Representations, to the Designated Persons of any information learned by Prior Seller Counsel in the course of one or more Existing Representations, whether or not such information is subject to the attorney-client privilege of Seller or any of its Subsidiaries and/or Prior Seller Counsel’s duty of confidentiality as to Seller or any of its Subsidiaries and whether or not such disclosure is made before or after the Closing.

(b) Attorney-Client Privilege. Each Party (on behalf of itself and its Affiliates) waives and shall not assert, and agrees after the Closing to cause its Affiliates to waive and to not assert, any attorney-client privilege, attorney work-product protection or expectation of client confidence with respect to any communication between any Prior Seller Counsel, on the one hand, and any Designated Person or Seller or any of its Subsidiaries (collectively, the “Pre-Closing Designated Persons”), on the other hand, or any advice given to any Pre-Closing Designated Person by any Prior Seller Counsel, occurring during and in furtherance of one or more Existing Representations (collectively, “Pre-Closing Privileges”) in connection with any Post-Closing Representation, including in connection with a dispute between any Designated Person and one or more of Buyer and its respective Affiliates, it being the intention of the Parties that all rights to such Pre-Closing Privileges, and all rights to waiver or otherwise control such Pre-Closing Privilege, shall be retained by Seller, and shall not pass to or be claimed or used by Buyer, except as provided in the last sentence of this Section 7.16(b). Furthermore, each of Buyer and Seller (on behalf of itself and its Affiliates) acknowledges and agrees that any advice given to or communication with any of the Designated Persons shall not be subject to any joint privilege (whether or not Seller or one more of its Subsidiaries also received such advice or communication) and shall be owned solely by such Designated Persons.

(c) Privileged Materials. All such Pre-Closing Privileges, and all books and records and other documents of Seller and its Subsidiaries containing any advice or communication that is subject to any Pre-Closing Privilege (“Privileged Materials”), shall be excluded from the purchase, and shall be distributed to Seller (on behalf of the applicable Designated Persons) immediately prior to the Closing with (in the case of such books and records). Absent the prior written consent of Seller, acting on behalf of the applicable Designated Persons, Buyer shall not have a right of access to Privileged Materials.

Section 7.17 Debt Financing Sources. Notwithstanding anything in this Agreement to the contrary, the Parties hereby:

(a) agree that any suit, action or proceeding, whether in contract or in tort or otherwise, involving any Lender Related Party, arising out of or relating to, this Agreement, the Debt Financing or any of the agreements entered into in connection with the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder (a “Financing Action”) shall be subject to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and any appellate courts thereof) and irrevocably submit themselves and their respective property with respect to any such Financing Action to the exclusive jurisdiction of such courts, and such Financing Action (except to the extent relating to the interpretation of any provisions in this Agreement (including any provision in any documentation related to the Debt Financing that expressly specifies that the interpretation of such provisions shall be governed by and construed in accordance with the Law of the State of Delaware)) shall be governed by, and construed in accordance with, the Law of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the laws of another jurisdiction);

(b) agree not to bring or support any Financing Action of any kind or description, whether in Law or in equity, whether in contract or in tort or otherwise, against any Lender Related Party, as the case may be, in any way arising out of or relating to, this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and any appellate courts thereof);

(c) irrevocably waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum to the maintenance of any Financing Action in any such court with respect to any Financing Action against any Lender Related Party;

(d) KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY FINANCING ACTION BROUGHT AGAINST THE LENDER RELATED PARTIES IN ANY WAY ARISING OUT OF OR RELATING TO, THIS AGREEMENT, THE DEBT FINANCING OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PERFORMANCE OF ANY SERVICES THEREUNDER;

(e) agree that none of the Lender Related Parties will have any liability to the Parties (in each case, other than Buyer and its Subsidiaries from and after the Closing under the Debt Commitment Letter to the extent a party thereto) relating to or arising out of this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, whether in law or in equity, whether in contract or in tort or otherwise (provided that, notwithstanding the foregoing, nothing herein shall affect the rights of Buyer or its Affiliates that is a party to the Debt Commitment Letter (or definitive financing documentation) against the Lender Related Parties under the Debt Commitment Letter or such definitive financing documentation with respect to the Debt Financing or any of the transactions contemplated thereby or the performance of any services thereunder);

(f) agree that the Lender Related Parties are express third party beneficiaries of, and may enforce, any of the provisions in this Agreement reflecting the agreements, and such provisions and the definition of “Lenders” and “Lender Related Party” shall not be amended in any way adverse to the Lender Related Parties without the prior written consent of the Lenders; and

(g) agree that Buyer may assign this Agreement (and all rights, interests and obligations hereunder) for collateral security purposes to any Person providing financing thereto pursuant to the terms of such financing (including for purposes of creating a security interest herein or otherwise assigning as collateral in respect of such financing) but, in each case, no such assignment shall relieve Buyer of any of its obligations hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed as of the date first above written.

PERSPECTA ENTERPRISE SOLUTIONS  
LLC

A handwritten signature in black ink, appearing to read "K. Stuart Shea", written over a horizontal line.

By: \_\_\_\_\_

Name: K. Stuart Shea

Title: President and Chief Executive  
Officer

**VION CORPORATION**

By: \_\_\_\_\_

Name: Tom Frana

Title: Chairman, Chief Executive Officer  
and President

**Attachment I**  
**Transition Services Agreement**



**TRANSITION SERVICES AGREEMENT**

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of September 21, 2021 (the “Effective Date”), is entered into by and between ViON Corporation, a Delaware corporation (“Seller”), and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Buyer”). Seller and Buyer are sometimes referred to herein as a “Party” or, collectively, as the “Parties”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article 1.

WHEREAS, Seller and Buyer have entered into that certain Purchase and Sale Agreement, dated as of September 21, 2021 (the “Purchase Agreement”), pursuant to which, among other things and on the terms and subject to the conditions therein, Seller agreed to sell, assign, transfer and deliver to Buyer, and Buyer agreed to purchase from Seller, the Transferred Assets and the Transferred Equity Interests, and Buyer agreed to assume, discharge and perform when due all of the Transferred Liabilities; and

WHEREAS, the Purchase Agreement contemplates and requires the execution and delivery by the Parties of this Agreement, pursuant to which Seller shall provide, or cause to be provided, to Buyer, and Buyer shall provide, or cause to be provided, certain transition services described in this Agreement, on the terms and subject to the conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, each of Seller and Buyer agrees as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

Section 1.2 Certain Defined Terms. As used herein, the following terms shall have the meaning set forth below:

“Affected Party” has the meaning set forth in Section 9.4.

“Agreement” has the meaning set forth in the Preamble.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Indemnitee” has the meaning set forth in Section 7.1.

“Buyer Service Representative” has the meaning set forth in Section 5.2(a).

“Charges” has the meaning set forth in Section 4.1.

“Confidential Information” has the meaning set forth in Section 9.2(a).

“Connected Service” has the meaning set forth in Section 3.2.

“Consent” has the meaning set forth in Section 2.10.

“Consent Fees” has the meaning set forth in Section 2.10.

“Dispute” has the meaning set forth in Section 8.1.

“Due Date” has the meaning set forth in Section 4.2.

“Effective Date” has the meaning set forth in the Preamble.

“Force Majeure Event” has the meaning set forth in Section 9.4.

“Out-of-Pocket Costs” has the meaning set forth in Section 4.1.

“Party” and “Parties” have the meaning set forth in the Preamble.

“Performing Party” has the meaning set forth in Section 9.4.

“Prime Rate” means, with respect to any payment required to be made hereunder, the prime rate, as published in *The Wall Street Journal*, in effect on the date such payment was required to be made.

“Purchase Agreement” has the meaning set forth in the Recitals.

“Reference Period” has the meaning set forth in Section 2.1.

“Representative” means, with respect to a Party, such Party’s (and such Party’s Affiliates’) directors, officers, employees, vendors, suppliers, providers, representatives and agents.

“Seller” has the meaning set forth in the Preamble.

“Seller Indemnitee” has the meaning set forth in Section 7.1.

“Seller Service Representative” has the meaning set forth in Section 5.2(a).

“Service Representative” has the meaning set forth in Section 5.2(a).

“Service Period” has the meaning set forth in Section 2.1.

“Service Provision Taxes” has the meaning set forth in Section 4.4.

“Service Provider” has the meaning set forth in Section 2.1.

“Service Recipient” has the meaning set forth in Section 2.1.

“Services” has the meaning set forth in the Section 2.1

“Subcontractors” means third parties to whom Seller has delegated, or delegates, the duty to perform a given Service or portion of a given Service under this Agreement.

“Term” has the meaning set forth in the Section 3.1.

## ARTICLE 2

### TRANSITION SERVICES

Section 2.1 Transition Services. On the terms and subject to the conditions set forth in this Agreement, during the Term, Seller and Buyer, each in its role as a service provider (“Service Provider”) will provide, or cause one or more of its Affiliates or Subcontractors to provide, to the other Party in its role as a service recipient (“Service Recipient”), or any of its designated Subsidiaries, the services to be provided by such Service Provider as more particularly described in Appendix A attached hereto (the “Services”). Service Recipient shall use the Services for substantially the same purposes and in substantially the same scope and manner as the applicable business used the Services during the 6-month period ending on the date of the Purchase Agreement (the “Reference Period”). For each Service, provision of services shall commence on the Closing Date and continue for the period set forth in Appendix A (the “Service Period”); *provided* that any Service may be terminated earlier or extended as provided in this Agreement or in Appendix A.

Section 2.2 Level of Service; Resources. Service Provider will (a) provide the Services consistent with the level of skill, quality, care, and timeliness during the Reference Period as provided to the applicable business by Service Provider or its Affiliates during the Reference Period in the ordinary course of business, and (b) use commercially reasonable efforts to maintain and apply sufficient resources to perform the Services in accordance with such level of service consistent with past practices. With respect to any Services that were not previously provided by Seller during the Reference Period, Service Provider will provide the Services in a manner that is consistent with how Seller performs or would perform similar services for itself. Service Provider will comply (and cause its Affiliates to comply and cause any Subcontract to commit to comply) with all applicable federal, state, and local laws and regulations, and will maintain all applicable permits, and licenses that it has as of the Closing Date, in connection with its obligations under this Agreement. Service Recipient will use commercially reasonable efforts to end its or any of its Subsidiaries’ use of the Services as soon as reasonably possible following the Closing Date.

Section 2.3 Third Party Service Providers; Compliance with Law. Service Provider shall be responsible for a breach of this Agreement caused by its Affiliates and Subcontractors. Service Provider shall be free to select and replace all third parties and Subcontractors contemplated by this Section 2.3; *provided, however*, Service Provider must gain Service Recipient’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, to use a Subcontractor that was not previously used by Service Provider to provide any of the Services. Service Provider nor any of its Affiliates shall be obligated to provide any Services that, if provided, would violate any applicable Law. In the event Service Provider so chooses not to provide a Service, Service Provider shall notify Service Recipient in writing and,

at Service Recipient's written request, Service Provider shall cooperate with Service Recipient to develop an alternative means to provide the Services that does not violate applicable Law.

Section 2.4 Service Recipient Responsibilities. Service Recipient shall be responsible for a breach of this Agreement caused by its Affiliates or Representatives. Service Recipient shall, and shall cause its Affiliates and Representatives to:

(a) comply with any conditions or requirements imposed on it under this Agreement in relation to such Services, including this Section 2.4, and the reasonable directions of Service Provider as to the use of such Services;

(b) comply with Service Provider's and Subcontractors', as applicable, then-current work processes, policies and procedures of which Service Recipient has been made aware, and Service Recipient acknowledges that Service Provider and Subcontractors', as applicable, ability to provide the Services may be dependent on such compliance by Service Recipient and its Affiliates and Representatives;

(c) not use such Services in breach of any applicable Law;

(d) not tamper with or hinder the operation of, or make unauthorized changes to, any computer hardware, software, database or network environment or other systems of Service Provider, its Subcontractors or third parties ("Systems") made available to Service Recipient, its Affiliates or Representatives as part of such Services; and

(e) comply with the terms of any Contract or Required Consent with or between Service Provider or any of its Affiliates and any third party or Governmental Authority under which Service Provider provides (or causes the provision of) such Services, if and to the extent such terms are disclosed to Service Recipient in writing with reasonable prior notice and such terms are applicable to the conduct or use of the Services by Service Recipient and, in the case of a Required Consent or new Contract entered into in connection with the performance of Services, are reasonable and do not require the Service Recipient, its Affiliates or Representatives to incur any fees or costs not otherwise expressly provided for under this Agreement.

Section 2.5 Additional Services. Buyer may request, by written notice to Seller, that Seller provide additional services that (a) were provided to the Business (directly or through its Affiliates or Subcontractors) during the Reference Period and that Buyer reasonably believes it needs for the conduct of the Business, or (b) are reasonably necessary for the orderly transition of the Business from Seller to Buyer (such additional services the "Additional Services"). Subject to Section 5.1, all data migration and integration support requests ("DMIS Requests") from Buyer that are not identified in Appendix A will be deemed to be a request for Additional Services pursuant to this Section 2.5. All DMIS Requests and other requests for Additional Services shall include reasonable detail necessary for Seller to assess the work required and timing in connection with such request. Seller shall use commercially reasonable efforts to provide (or cause its Affiliates or Subcontractors to provide) such Additional Services to Buyer at pricing based on the same methodology used to calculate pricing for the similar or most analogous services included in the Services. The Parties shall negotiate in good faith any additional terms for such Additional Services and amend Appendix A to add such Additional

Services (including to add the applicable Charges and service term), and such Additional Services shall automatically be deemed Services hereunder; provided that, if, after such good faith negotiations, the Parties are unable to agree on the terms for such Additional Services, Seller shall have no obligation to provide or cause to provide such Additional Services.

Section 2.6 Access. Service Recipient shall, and shall cause its Subsidiaries to, (a) make available on a timely basis to Service Provider, its Affiliates or Subcontractors providing the Services, all information, assistance, cooperation, and materials reasonably requested by such Person to enable it to provide the Services, and (b) provide to such Person reasonable access to its premises, facilities and personnel to the extent necessary for such Person to provide the Services to Service Recipient. Service Recipient acknowledges that some of the Services provided hereunder may require instructions and information from Service Recipient, and Service Recipient shall provide Service Provider, its Affiliates or Subcontractors providing the Service with such additional instructions and information as such Person may reasonably require to provide the Services in sufficient time for such Person to provide or procure such Services.

Section 2.7 Maintenance. Service Provider and its Affiliates shall have the right to temporarily shut down for maintenance purposes the operation of any systems providing any Service, whenever in its judgment, reasonably exercised, such action is necessary or advisable for general maintenance or emergency purposes, provided that Service Provider will use commercially reasonable efforts to schedule non-emergency maintenance after consulting with Service Recipient so as not to materially disrupt the operation of the Business, including scheduling and conducting such maintenance outside of normal business hours. To the extent practicable, Service Provider will give Service Recipient reasonable advance notice of any such shutdown. With respect to the Services, or portion thereof, dependent on the operation of such Systems, Service Provider shall use commercially reasonable efforts to minimize the duration of each period of shutdown and schedule each shutdown so as not to materially disrupt the operation of the Business. Notwithstanding the above, any shutdown of a System used to provide any Service for a period of 24 hours or more for maintenance purposes shall require Service Provider to provide at least five Business Days' advance written notice to Service Recipient.

Section 2.8 Modifications. Service Provider may, by notice in writing, modify a Service to the extent that Service Provider also provides such Service to itself and its Affiliates, and Service Provider makes the same modification (including, with respect to the scope, timing and quality of such Service) with respect to Service Provider's provision of such Service to itself. Service Provider shall provide Service Recipient with reasonable advance notice (and, in any event, at least 30 days' notice), and in good faith discuss and assist Service Recipient in managing any potential disruption to the Business, which may arise as a result of the modification.

Section 2.9 General Limitations. Notwithstanding anything to the contrary contained in this Agreement, (a) neither Party nor any of its Affiliates, nor any of their respective Representatives, shall be obligated to provide, or shall be deemed to be providing, any legal, regulatory, financial, accounting, insurance, fiduciary or tax advice to the other Party or any of its Affiliates, or any of their respective Representatives or employee benefit plans, pursuant to

this Agreement, as part of or in connection with the Services provided hereunder or otherwise; and (b) Service Provider shall not be required to provide (or cause the provision of) any services (i) that are not set forth in Appendix A, subject to Buyer's right to request Additional Services in Section 2.5, (ii) that are in support of any business or operations other than the applicable business of the Service Recipient as conducted during the Reference Period, (iii) at a level of quantity or volume in excess of the levels as set forth in Section 2.1, or (iv) that exceed the scope of the services provided by Service Provider or its Affiliates to the applicable business of the Service Recipient during the Reference Period. Except as set forth on Appendix A, Service Provider and its Affiliates shall have no obligation to change any computer hardware, software, database or network environment or other systems, including those that are currently used in the Business or otherwise, or to provide (or cause the provision of) any support or maintenance services for any of the foregoing items for which a change has been implemented by or on behalf of Service Recipient or its Affiliates, or to acquire any additional hardware, software, database, network, system or other resources during the Term. Service Provider shall not be obligated under this Agreement to maintain the employment of any specific employee.

Section 2.10 Consents. Service Provider shall use commercially reasonable efforts to obtain any licenses or any consents, approvals, waivers or other actions (each, a "Consent") that are reasonably required to be obtained from third parties in order for Service Provider to be able to provide the Services. If Service Provider is unable to obtain any such Consents, the Parties shall use commercially reasonable efforts to cooperate in establishing a reasonable arrangement proposed by a Party that is permitted by applicable Law and by any relevant third party (including any Governmental Authority) having Consents over such arrangement, that would permit the relevant Service to be provided or an alternative service to such Service that is reasonably acceptable to the Parties; *provided* that Service Provider and its Affiliates shall not be required to, in connection with any such arrangement, (a) pay any consideration therefor (unless such amount is paid or promptly reimbursed by Service Recipient), (b) commence, defend or participate in any Proceeding, (c) offer or grant any accommodation (financial or otherwise) to any third party in connection therewith, or (d) unreasonably interfere with any customer relationship of Service Provider or any of its Affiliates; *provided, further*, that Service Provider shall exclusively control and conduct all communications and negotiations with third parties in connection with the foregoing, subject to reasonable and good faith consultation with Service Recipient. All fees, expenses or other consideration required to be paid to a third party to obtain any such Consents shall be borne by Service Provider ("Consent Fees").

## ARTICLE 3

### TERM; TERMINATION

Section 3.1 Term. Subject to this Article 3, the term of this Agreement will commence on the Effective Date and continue until the earlier of (a) the termination of this Agreement in accordance with Section 3.3; and (b) the expiration, or termination pursuant to Section 3.2, of the final Service (the "Term"). Service Recipient shall have the right (but not the obligation) to extend the Service Period of any Service for one (1) month on notice to Service Provider given thirty (30) days prior to the expiration of the Service Period. Each Service shall be performed by Service Provider until the earliest of (i) the expiration of the applicable Service

Period, including any extension; (ii) the termination of such Service in accordance with Section 3.2; and (iii) the termination of this Agreement in accordance with Section 3.3.

**Section 3.2 Partial Termination; Connected Services.** Service Recipient may terminate this Agreement or its right to receive any of the Services for any or no reason by providing Service Provider not less than 30 days' prior written notice setting forth the termination date for this Agreement or such Service. Where Service Provider's ability to provide, or cause to provide, a Service is dependent on the continuation of another Service (a "Connected Service"), Service Recipient shall only be entitled to terminate such Connected Services together (and not individually).

**Section 3.3 Termination.** Notwithstanding the foregoing, this Agreement may be terminated, (a) by either Party upon 30 days' prior written notice if the other Party materially breaches or is in default of any material provision of this Agreement and does not cure such breach or default within 30 days following delivery of written notice of such breach by the non-breaching party to the breaching party, or (b) by Service Provider immediately by giving written notice to Service Recipient if (i) Service Recipient ceases to do business as a going concern without an assignment of its rights and obligations to a successor in interest; (ii) Service Recipient applies for, or consents to, the appointment of a trustee, receiver or other custodian, or makes an assignment for the benefit of creditors; (iii) Service Recipient becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due; or (iv) Service Recipient commences or has commenced against it any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency Law, or any dissolution or liquidation proceedings and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within 60 days thereafter.

**Section 3.4 Effect of Termination.**

(a) Upon (i) termination pursuant to Section 3.2 of a Service, or (ii) the expiration of the applicable Service Period for a Service, Service Recipient's obligation to pay any fees applicable to the provision of such terminated or expired Service (or part thereof) with respect to the period following its termination date or expiration, as applicable, and Service Provider's obligation to provide, or cause to provide, such terminated or expired Service (or part thereof) with respect to the period following its termination date or expiration, will terminate; *provided*, that Service Recipient shall continue to be obligated for Charges accrued but unpaid (whether invoiced or not) as of such termination date or expiration.

(b) Within sixty (60) days after the termination or expiration of this Agreement or any Service, Service Recipient shall pay to Service Provider all amounts due and payable hereunder with respect to the period prior to termination or expiration that have not then already been paid. If this Agreement or any Service is terminated prior to the expiration of the Service Period (other than by Service Recipient pursuant to Section 3.3), Service Recipient shall pay Service Provider an amount equal to the actual out-of-pocket expenses of Service Provider and its Affiliates for (i) fees paid or payable to a third party and arising as a result of or caused by the early termination of this Agreement or any Service, including early termination charges, kill fees, wind-down costs, minimum volume make-up fees or other similar termination fees or costs; *provided*, that such fees and costs are identified on Appendix A, and (ii) any fees prepaid



to a third party and included in the Charges that are not recoverable by the Service Provider (collectively, “Termination Fees”). Upon Service Recipient’s reasonable request, Service Provider will promptly provide Service Recipient with a reasonable estimate of the Termination Fees. The Termination Fees shall be invoiced to and payable by Service Recipient within thirty (30) days after the date of invoice and otherwise in accordance with Section 4.2.

(c) Upon the termination of this Agreement or the expiration of the Term, all rights and obligations of the Parties will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement, except (i) for Charges accrued but unpaid (whether invoiced or not) as of the date of such termination or expiration, (ii) as set forth in the provisions of this Agreement that are specifically designated herein as surviving such termination or expiration, and (iii) for the rights and obligations pursuant to Article 3, Article 4, Article 6, Article 7, Article 8, and Article 9, each of which will survive such termination or expiration.

## ARTICLE 4

### FEES; TAXES; RECORDS AND AUDITS

Section 4.1 Charges for Services. The charges for the Services are as set forth in Appendix A (the “Charges”). All Charges are billed in accordance with Appendix A. In the event that Service Provider or any of its Affiliates incur any additional reasonable and pre-approved out-of-pocket expenses not included in the Charges and incidental to the provision of the Services such as expenses for travel and accommodations (such expenses, collectively, “Out-of-Pocket Costs”), Service Recipient shall pay Service Provider in accordance with the procedures set forth in this Article 4.

Section 4.2 Payment. Except as otherwise expressly provided herein or in the Appendix A, Service Provider shall invoice Service Recipient in U.S. dollars monthly in arrears for the Services. Service Recipient shall pay within 30 days after receipt of the monthly invoice (for any Charge reflected on such invoice, its “Due Date”) any amounts due thereunder. In the event that Service Recipient in good faith disputes an invoice submitted by Service Provider, Service Recipient shall notify Service Provider, in writing, of any disputed amounts and the reason for any dispute by the Due Date of the invoice containing any disputed amounts. Any objection to the amount of any invoice shall be deemed to be a dispute hereunder, subject to the provisions set forth in Section 8.1.

Section 4.3 Payment Processing. Service Recipient agrees to pay a finance charge on overdue undisputed amounts, until payment has been made, equal to the Prime Rate plus 1% per annum or, if lower, the maximum rate permitted by applicable Law. All payments hereunder will be payable to Service Provider pursuant to the wire transfer instructions set forth in Appendix A.

Section 4.4 Taxes. All payments due under this Agreement are exclusive of any value-added tax, goods and services tax, sales tax or similar indirect taxes imposed by any Governmental Authority for Services provided to Service Recipient during the Term (collectively, “Service Provision Taxes”). In the event that any Service Provision Taxes are properly due under any applicable Law, such Service Provision Taxes shall be charged in



addition to any other payments due under this Agreement and shall be payable by Service Recipient on receipt of a valid invoice issued by Service Provider unless Service Recipient provides Service Provider with valid exemption documentation. Service Recipient shall be entitled to all refunds arising with respect to any Service Provision Taxes, and Service Provider shall promptly remit to Service Recipient any amount of such refunds that it may receive. Service Recipient and Service Provider shall cooperate using reasonable best efforts to reduce or eliminate any Service Provision Taxes. Service Recipient shall not be liable for any interest, penalties or other charges attributable to Service Provider's improper filing relating to Service Provision Taxes or late payment or failure to remit Service Provision Taxes to the relevant taxing authority nor shall Service Recipient be obligated to pay such Service Provision Taxes if and to the extent that Service Recipient has timely provided Service Provider with any valid exemption certificates or other applicable valid documentation that would eliminate or reduce such Service Provision Taxes.

Section 4.5      Records and Audits. Service Provider shall provide to Service Recipient, upon Service Recipient's request, taking into consideration the financial reporting, internal controls and other company requirements of the Parties, all information and records reasonably required to maintain full and accurate books relating to the Charges for the provision of Services. Upon reasonable notice and reasonable request from Service Recipient, and at Service Recipient's cost, Service Provider shall make available for inspection and copying by Service Recipient's agents or representatives such information, books and records reasonably relating to the Services during reasonable business hours. Service Provider shall keep and preserve all such aforementioned records in accordance with its document retention procedures or such longer period as required by applicable Law.

## ARTICLE 5

### TRANSITION MANAGEMENT

Section 5.1      Cooperation. Service Recipient shall, in a timely manner, provide all cooperation and assistance reasonably required by Service Provider to enable Service Provider to provide, or cause to be provided, the Services. Such cooperation will include, at Buyer's request and sole expense, Seller using commercially reasonable efforts to provide reasonable assistance and information to Buyer in connection with Buyer's drafting of a plan to migrate responsibility for performance of the Services from Seller to itself or Buyer's Representatives and carrying out Seller's responsibilities previously agreed to by Seller under such plan (which may involve, among other things, assisting with the transfer and conversion of data). Such cooperation will also include, to the extent permitted by Law and any applicable Contracts, using commercially reasonable efforts to provide Buyer and its Representatives (subject to confidentiality provisions substantially similar to those set forth herein) with copies of the data from Seller's systems, to the extent such data pertains to the Business, in a commercially reasonable and mutually agreed format, in order to effectuate such migration which cooperation, for the avoidance of doubt, shall not be deemed a DMIS Request subject to the provisions of Section 2.4. Service Recipient shall, in a timely manner, provide all cooperation and assistance reasonably required by Service Provider to enable Service Provider to provide, or cause to be provided, the Services.

Section 5.2 Governance. The Parties will create a governance committee which will be available from time to time to discuss the status and timing of the overall transition of the Services and to otherwise coordinate the Services, as described below, which includes addressing (a) any changes or modifications to the Services requested by either Party, (b) new services requested by either Party, (c) issues and concerns relating to the Services, including remediation of performance standard failures and service disruptions, and other incidents affecting the delivery of the Services, and (d) invoicing, supporting documentation and billing disputes. The Parties shall meet on a monthly basis (or on such other basis as otherwise mutually agreed), either by phone, video-conference or in person at a location mutually agreed by the Parties. Each of Service Provider and Service Recipient shall cooperate and consult reasonably and in good faith with the other to comply with the processes set forth in, and expeditiously agree upon a course of action or resolution with respect to the matters that are subject to, this Section 5.2. For the avoidance of doubt, each Party shall bear its own costs related to any governance committee activities or participation.

(a) Service Representatives. During the Term, Neill Blue shall act as Seller's representative with respect to the Services (such individual, the "Seller Service Representative"), and will manage and coordinate receipt of the Services, and Jeffrey Bohling shall act as Buyer's representative with respect to the Services (such individual, the "Buyer Service Representative," and together with the Service Recipient Service Representative, collectively, the "Service Representatives") and will manage and coordinate delivery of the Services. Either Party may delegate the responsibility of its Service Representative to other individuals with respect to a specified Service. Further, either Party may replace its Service Representative; *provided that* (a) any replacement is at least as qualified and experienced as the previous incumbent of such role, and (b) to the extent practicable, an appropriate handover and knowledge transfer is undertaken to ensure a smooth and orderly transition to its new Service Representative. Each Party may rely on instructions related to the Services or this Agreement provided by the other Party's Service Representative (or any person to whom such Service Representative has delegated its responsibility in accordance with this Article 5); *provided, however*, that no such instructions shall modify the terms of this Agreement and, in the event of any conflict between such instructions and the terms of this Agreement, the terms of this Agreement shall prevail. Each Party shall be responsible for ensuring that its Service Representative (or its delegee) communicates instructions related to the Services or this Agreement from the other Service Representative to the appropriate persons within such Party and/or its Affiliates. In the event of any assignment of this Agreement permitted by Section 9.3, the assigning Party shall cause the applicable assignee to continue to maintain the specified Service Representative or appoint a new representative that is reasonably acceptable to the non-assigning Party.

## ARTICLE 6

### SOFTWARE; PROPRIETARY RIGHTS; SERVICES AND SYSTEMS USAGE; INFORMATION POLICIES

Section 6.1 Seller Intellectual Property. Any software, development tools, know-how, methodologies, processes, technologies or algorithms or any other Intellectual Property owned by Seller and its Affiliates ("Seller Background IP") and that may during the Term be operated or used by Service Provider in connection with the performance of the

Services hereunder, will remain Seller's or its Affiliates' property, and neither Buyer nor any of its Affiliate will have or obtain any rights, licenses (express or implied) or other interests therein by virtue of this Agreement, including with regard to any Intellectual Property, except for a royalty-free, non-exclusive license granted to Buyer and its Affiliates solely to the extent necessary to receive or provide the Services under this Agreement during the Term. Any improvement, enhancement, modification or derivative of Seller Background IP, whether created by Seller, Buyer or their respective Affiliates during the Term, shall be exclusively owned by Seller or its Affiliates, as applicable.

Section 6.2 Buyer Intellectual Property. Any software, development tools, know-how, methodologies, processes, technologies or algorithms or any other Intellectual Property owned by Buyer and its Affiliates, including all Business Intellectual Property, ( "Buyer Background IP") and that may during the Term be operated or used by Service Provider in connection with the performance of the Services hereunder, will remain Buyer's or its Affiliates' property, and neither Seller nor any of its Affiliate will have or obtain any rights, licenses (express or implied) or other interests therein by virtue of this Agreement, including with regard to any Intellectual Property, except for a royalty-free, non-exclusive license granted to Buyer and its Affiliates solely to the extent necessary to receive or provide the Services under this Agreement during the Term. Any improvement, enhancement, modification or derivative of Buyer Background IP, whether created by Seller, Buyer or their respective Affiliates during the Term, shall be exclusively owned by Buyer or its Affiliates, as applicable.

Section 6.3 Title to Intellectual Property. Unless the Parties expressly agree otherwise in Appendix A or in a separate written agreement executed by authorized personnel of each Party, each Party shall exclusively own any Intellectual Property that it creates, develops or invents in connection with the provision of any Services hereunder, subject to the rights of Seller and its Affiliates in the Seller Background IP, and Buyer and its Affiliates in the Buyer Background IP, as applicable. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO OTHER LICENSES TO PATENTS, COPYRIGHTS, TRADE SECRETS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY ARE GRANTED BY A PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT BY IMPLICATION, ESTOPPEL, EXHAUSTION OR ANY OTHER THEORY, AND EACH PARTY RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT.

Section 6.4 Services and Systems Usage; Information Policies; Data Protection.

(a) Notwithstanding anything to the contrary herein, Service Recipient shall not, and shall not permit its Affiliates or Representatives to, directly or indirectly, with respect to the Services applicable to such Service Recipient (i) resell, transfer or assign (except as expressly permitted herein) such Services to, or permit the access to or use of any of such Services by, any Person other than Service Recipient or its Affiliates or Representatives that are responsible for the conduct of the Business or (ii) implement a change to any System or the Services, or permit any third party engaged by Service Recipient, or any of its Affiliates or Representatives (other than such Affiliates or Representatives that are responsible for the conduct of the Business), to access any System, in each case, except as otherwise permitted in this Agreement.

(b) Service Recipient shall, and shall direct all of its personnel and Representatives who have access to any Service Provider Systems to, limit its or their access to those portions of such Systems for which it is or they are authorized in connection with Service Recipient's receipt or use of the Services. With respect to such Service Provider's Systems, Service Recipient shall (a) direct its personnel and all personnel of its Affiliates and Representatives to limit such access to (i) the portion of the Systems that relate to the applicable business and (ii) to those personnel who are specifically authorized by Service Provider to use the Services and to the applicable Systems (such authorization not to be unreasonably withheld), (b) upon Service Provider's request, provide to Service Provider a written list of the names of all of the personnel who have been granted such access. While using any data processing or communications services of Service Provider or its Affiliates (whether or not identified in Appendix A) in connection with the provision of the Services, Service Recipient will, and will cause the operation of any of its businesses to, adhere in all respects to Service Provider's and its Affiliates' corporate information policies and procedures (including policies with respect to the protection of proprietary information and other policies and procedures regarding the use of computing resources) (the "IS Policies"); *provided* that copies of such policies have been provided to Service Recipient. If required by Service Provider, prior to having access to any such System, Service Recipient shall cause all of its personnel to execute and deliver to Service Provider agreements with Service Provider or otherwise confirm in writing their agreement to comply with the IS Policies.

(c) The Parties acknowledge that the nature of the Services to be provided hereunder may require that either Party Process Personal Information in the course of performing its obligations under this Agreement. The Parties shall take all necessary steps to comply with applicable Privacy and Data Security Laws related to such Processing, and the Parties agree to comply with the Data Processing Addendum set forth in Appendix B, which is hereby incorporated into and forms part of this Agreement.

#### Section 6.5 Termination of Access to and Use of the System.

(a) If at any time Service Provider reasonably believes or determines, in its reasonable discretion, that (a) any personnel of Service Recipient has sought to violate or circumvent, or has violated or circumvented, applicable Law or IS Policies, (b) any unauthorized personnel of Service Recipient has accessed any Service Provider System or (c) any personnel of Service Recipient poses a risk to any such System or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information, or any other form of Loss to Service Provider or its Affiliates, then Service Provider may immediately suspend, deny or terminate access to any such System by any such personnel and shall as promptly as practicable notify Service Recipient in writing of the name(s) of such personnel and the circumstances surrounding such occurrence; provided, however, that any such belief or determination shall be made in accordance with past practice.

(b) Service Recipient shall (a) cooperate with Service Provider in investigating any apparent or suspected unauthorized access to any Service Provider System or any apparent or suspected unauthorized access or use of data and information within any such System in the course of providing the Services and (b) so that Service Provider can timely revoke access to any such System, notify Service Provider immediately in writing (i) if Service

Recipient revokes the access of any personnel to its own systems or software or any data stored therein, where such personnel also has access to any System, and (ii) when any personnel no longer has a need to access any System or is no longer employed or engaged by Service Recipient or its Affiliates.

## ARTICLE 7

### LIMITATION ON WARRANTY; LIMITATION ON LIABILITY

Section 7.1 Seller Indemnification. Buyer agrees to protect, defend, hold harmless and indemnify Seller and its Affiliates and its and their respective officers, directors, employees, partners, managers or Persons acting in a similar capacity, agents, consultants, financial and other advisors, accountants, attorneys and other representatives (the “Seller Indemnitees”) from and against any and all Losses incurred by a Seller Indemnatee arising out of or relating to this Agreement or Buyer’s provision of the Services to Seller hereunder, in each case to the extent such Losses arise out of or relate to Buyer’s, its Affiliates’, or its Subcontractor’s material breach of this Agreement, gross negligence or willful misconduct. Notwithstanding anything in the foregoing, the indemnities provided in this Section 7.1 shall be subject to the liability and damages disclaimer and liability cap set forth in Section 7.4.

Section 7.2 Buyer Indemnification. Seller agrees to protect, defend, hold harmless and indemnify Buyer and its Affiliates and its and their respective officers, directors, employees, partners, managers or Persons acting in a similar capacity, agents, consultants, financial and other advisors, accountants, attorneys and other representatives (the “Buyer Indemnitees”) from and against any and all Losses incurred by a Buyer Indemnatee arising out of or relating to this Agreement or the Seller’s provision of the Services to Buyer hereunder, in each case to the extent such Losses arise out of or relate to Seller’s, its Affiliates’, or its Subcontractor’s material breach of this Agreement, gross negligence or willful misconduct. Notwithstanding anything in the foregoing, the indemnities provided in this Section 7.2 shall be subject to the liability and damages disclaimer and liability cap set forth in Section 7.4.

Section 7.3 LIMITATION ON WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, QUALITY, AVAILABILITY, TIMELINESS, COMPLETENESS OR THE RESULTS TO BE OBTAINED FROM SUCH SERVICES, AND EACH PARTY AND ITS AFFILIATES HEREBY DISCLAIM THE SAME.

### Section 7.4 LIMITATION ON LIABILITY.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN RESPECT OF A CLAIM ARISING OUT OF ANY PUNITIVE,

EXEMPLARY OR OTHER SPECIAL DAMAGES, ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DIMINUTION IN VALUE, BUSINESS INTERRUPTION OR LOSS OF CUSTOMERS, GOODWILL, USE, LOSS OF INCOME, PROFITS OR ANTICIPATED PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOST SAVINGS, LOST DATA OR BUSINESS REPUTATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR ANY OTHER THEORY, AND REGARDLESS OF WHETHER THE APPLICABLE PARTY OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF, ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH DAMAGES. Service Recipient must notify Service Provider in writing of any cause of action that may arise under or in connection with the Services or this Agreement within one (1) year after such cause of action has accrued, or Service Recipient shall be deemed to have waived and/or withdrawn such cause of action.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EACH PARTY AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL CHARGES PAYABLE BY THE PARTIES FOR THE SERVICES DURING THE TERM.

(c) Regardless of any other rights under any other agreements or mandatory provisions of Law, no Service Recipient Indemnitee or Service Provider Indemnitee shall have the right to set off the amount of any claim it may have under this Agreement, whether contingent or otherwise, against any amount owed by such Service Recipient Indemnitee to Service Provider or Service Provider Indemnitee to Service Recipient, whether under this Agreement, the Purchase Agreement or otherwise.

Section 7.5 Survival. This Article 7 shall survive any termination or expiration of this Agreement for any reason.

## ARTICLE 8

### DISPUTE RESOLUTION

Section 8.1 Dispute Resolution. In the event of any dispute, controversy or claim arising out of or relating to the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of this Agreement (including any dispute as to whether the Services have been performed, and/or any deliverable provided, in accordance with Article 2), including claims seeking redress or asserting rights under any applicable Law (a "Dispute"), the Parties shall attempt in good faith to resolve such Dispute within thirty (30) days following the applicable Service Representative's first notification of the Dispute. If not so resolved within such thirty (30)-day period, the Dispute shall be resolved in accordance with Section 9.1.



## ARTICLE 9

### MISCELLANEOUS

Section 9.1 Incorporated Terms. The following provisions of the Purchase Agreement are hereby incorporated by reference into this Agreement, *mutatis mutandis* (except that references therein to the Purchase Agreement shall be deemed to be references to this Agreement, unless context clearly dictates otherwise): Section 1.2 (Construction); Section 7.1 (Waiver); Section 7.2 (Notices); Section 7.6 (Governing Law); Section 7.7 (Counterparts); Section 7.9 (Entire Agreement); Section 7.10 (Amendments); Section 7.12 (Severability); Section 7.13 (Jurisdiction; Waiver of Jury Trial); Section 12.14 (Enforcement); and Section 7.15 (Non-Recourse).

#### Section 9.2 Confidentiality.

(a) All written confidential or proprietary information and documentation marked “Proprietary” or other similar marking, all employee and payroll data, and all other information that would reasonably be understood to be confidential (the “Confidential Information”) relating to either Party or its Affiliates shall be held in confidence by the other Party or its Affiliates to the same extent and in at least the same manner as such Party protects its own confidential or proprietary information of a similar nature (and in no case less than a commercially reasonable manner). Subject to the exceptions provided in this Section 9.2(a), neither Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of, any Person without the other Party’s approval. Each Party shall, however, be permitted to disclose relevant aspects of the other Party’s Confidential Information to its officers, agents and employees and to the officers, agents and employees of its Affiliates to the extent that such disclosure is reasonably necessary to the performance of its duties and obligations or the exercise of its rights under this Agreement; *provided* that such Party shall take all reasonable measures to ensure that Confidential Information of the other Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents and employees. The obligations in this Section 9.2(a) shall not (i) restrict any disclosure by either Party pursuant to any applicable Law of any Governmental Authority (*provided* that, to the extent not prohibited by Law, the disclosing Party shall endeavor to give such notice to the non-disclosing Party as may be reasonable under the circumstances), and (ii) apply with respect to information that (A) is independently developed by the other Party; (B) becomes part of the public domain (other than through unauthorized disclosure); (C) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; or (D) either Party gained knowledge of, or possession of, free of any obligation of confidentiality.

(b) It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Section 9.2 and that each Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach, but shall be in addition to all other remedies herein described available at Law or equity.

Section 9.3 Assignment. Neither Party may, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer this Agreement without the other Party's prior written consent. Any merger (including a reverse triangular merger), reorganization, transfer of substantially all assets of a Party, or change in control or majority ownership of such Party shall be considered an assignment for the purposes of this Section 9.3. Any attempted assignment, transfer or delegation without such prior written consent shall be void. Notwithstanding the foregoing, Service Recipient may, without the prior written consent of Service Provider, assign this Agreement to an Affiliate or to any purchaser of all or substantially all of Service Recipient's assets, whether by way of merger, acquisition of stock or assets, operation of law, or otherwise. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. In the case of any assignment permitted by this Section 9.3, the applicable assignee shall expressly assume in writing all of the obligations of the applicable Party under this Agreement; *provided* that no such assignment shall affect or relieve the assigning Party of its obligations and other liabilities under this Agreement.

Section 9.4 Force Majeure. In case performance of any terms or provisions hereof shall be delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, public disturbance, strike, labor dispute, fire, explosion, storm, flood, act of God, act of terrorism or any outbreak of disease, epidemic or pandemic (but only to the extent that illness or death of personnel, or government-mandated lock-downs, shut-downs, border restrictions, or similar legal restrictions arising from the epidemic or pandemic prevent a Party from performance of its obligations hereunder; *provided* that, the affected Party must have first employed commercially reasonable business continuity policies and practices and other commercially reasonable measures to perform its obligations hereunder) that is not within the control of the performing Party, whose performance is interfered with (each, a "Performing Party") and that, by the exercise of reasonable diligence, such Performing Party is unable to prevent, or for any other reason that is not within the control of such Performing Party whose performance is interfered with and which by the exercise of reasonable diligence such Performing Party is unable to prevent (each, a "Force Majeure Event"), then upon prompt written notice, stating the date and extent of such interference and the Force Majeure Event which is the cause thereof, by the Performing Party to the other Party (each, an "Affected Party"), as applicable, the Performing Party shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no Liability shall attach against either the Performing Party or the Affected Party on account thereof; *provided, however*, that the Performing Party shall resume the required performance reasonably promptly following the cessation of the Force Majeure Event or its effects and the Term shall not be tolled during or extended for all or any part of such period.


Section 9.5 No Third Party Beneficiaries. Except as provided in Section 7.1 and 7.2 (with respect to the Persons indemnified thereunder), this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of each of the Parties as of the date and year first above written.

**SELLER:**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**BUYER:**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of each of the Parties as of the date and year first above written.

**SELLER:**

By: \_\_\_\_\_  
Name:  
Title:

**BUYER:**

By:  \_\_\_\_\_  
Name: K. Stuart Shea  
Title: President & Chief Executive Officer

## **APPENDIX A**

### **Services**

(See attached.)

## APPENDIX A

### Services

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
GE-1	General	Data Extracts / Data Management / Reporting	<p>Provide data extracts (HR systems data, Program related financials, Contracts, etc.) for data relating to the Business upon reasonable request and at reasonable intervals so as not to disrupt the operation of Seller's retained business, and maintain data within systems of record for historical reporting and inquiries. Data will be maintained and provided in its current format.</p> <p>Provide the following reports or data upon reasonable request to the extent related solely to the Business:</p> <p><b>Finance</b></p> <ul style="list-style-type: none"> <li>Budgeting and forecast reports</li> <li>Pro-forma reporting assistance</li> <li>Historical reports and data extracts from Seller's system(s)</li> <li>Invoicing and customer payment history</li> <li>T&amp;E reporting</li> <li>Profit &amp; loss and cash reporting</li> <li>Fixed asset reporting</li> <li>Audit support</li> <li>Tax support</li> </ul> <p><b>Human Resources</b></p> <ul style="list-style-type: none"> <li>Current and historical employee records</li> <li>Open requisitions and hiring records</li> <li>Background checks and security clearances</li> <li>Open grievances and issues</li> <li>Sales compensation and other compensation and incentive plans</li> <li>Compensation, commissions, and benefits history and payments</li> <li>Performance reviews</li> <li>Claims processing</li> </ul> <p><b>Contracts/Subcontracts</b></p> <ul style="list-style-type: none"> <li>Historical contract/subcontract details and supporting documents</li> <li>Licensing, maintenance, and/or warranty agreements</li> </ul> <p><b>Procurement</b></p> <ul style="list-style-type: none"> <li>Historical contracts, pricing, and agreement terms</li> <li>Master vendor data</li> <li>Purchase requests, purchase orders and payments history</li> </ul> <p><b>IT</b></p> <ul style="list-style-type: none"> <li>Systems monitoring</li> <li>Incident reporting and issue resolution</li> <li>Problem resolution and/or known error records</li> <li>Application information and license inventory</li> <li>Meta data from core systems</li> <li>Data lakes or databases</li> <li>Email history, mailboxes, contacts for continuing employees</li> </ul> <p><b>Legal &amp; Other</b>, in each case to the extent possible without waiving privilege:</p> <ul style="list-style-type: none"> <li>Historical legal, compliance, and audit issues</li> <li>Current and historical litigation</li> <li>Licenses and other required permits</li> </ul>	Seller	Buyer	No charge	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
FIN-1	Finance	Invoice Management	<p>Support the following invoicing activities:</p> <ul style="list-style-type: none"> <li>Preparing, receiving, validating, posting, and supporting invoices</li> <li>Managing exceptions and generating payment files</li> <li>Transferring documents (e.g., invoices) to Buyer's system</li> </ul> <p>Seller to maintain existing billing schedules. Seller to support communications to existing customers about updated payment instructions.</p>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-2	Finance	Collections Management / AR	<p>Support the following AR services:</p> <ul style="list-style-type: none"> <li>Release credit holds</li> <li>Provide and assign credit to customers, credit review</li> <li>Preparing AR reserve analysis</li> <li>AR reporting</li> <li>Monitoring and reporting on unapplied cash</li> <li>General admin and operational accounting (e.g., cleaning aging accounts, ensuring cash is applied, cash reconciliation, closing activities, etc.)</li> </ul> <p>Seller to provide AR reporting in mutually agreed-upon format. Seller to support communications to customers about updated payment instructions.</p>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-3	Finance	AP	<p>Support the following AP services:</p> <ul style="list-style-type: none"> <li>Issuing and processing payments</li> <li>Vendor master data management</li> <li>Closing Accounts Payable</li> <li>AP reporting</li> <li>1099 reporting for calendar year 2021</li> </ul> <p>Seller to provide AP reporting in mutually agreed-upon format. Seller to support communications to suppliers about updated invoicing instructions.</p> <p>Knowledge transfer and transition support will be provided by the Seller, including, but not limited to:</p> <ul style="list-style-type: none"> <li>Open Purchase Orders</li> <li>Master vendor records</li> <li>Vendor contracts</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-4	Finance	Misdirected Cash	<p>Provide support / resolution for misdirected cash:</p> <ul style="list-style-type: none"> <li>Cash remittances if payments collected on behalf of Buyer</li> <li>Service to be performed daily</li> </ul> <p>Seller to support communications to customers about updated payment instructions.</p>	Seller	Buyer	No charge	6 months
FIN-5	Finance	Bank Accounts	Maintain bank accounts connected to Seller's systems or processes for customer receipts, and employee and vendor payments in the case that these activities are serviced by the Seller on behalf of the Buyer during the period between close and transfer.	Seller	Buyer	No charge	6 months
FIN-6	Finance	Market Rate Analysis	Provide information about rate cards charged to customers in connection with the Business.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-7	Finance	Expense reporting and travel booking	<p>Service existing / outstanding expense reports and bookings for Business:</p> <ul style="list-style-type: none"> <li>Record expenses in general ledger related to T&amp;E</li> <li>Reimburse Continuing Employees / pay credit cards consistent with historical practices, subject to funding by Buyer</li> <li>Provide monthly T&amp;E expense reporting</li> </ul>	Seller	Buyer	Out of pocket costs	6 months
FIN-8	Finance	Knowledge Transfer	<p>Provide knowledge transfer support as reasonably requested by Buyer and answer general questions as needed around Finance processes.</p> <p>Seller to provide internal control documentation and advice as needed.</p>	Seller	Buyer	Per hour salary rate	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
HR-1	Human Resources	Human Resources - General	Provide the following support for human resources services for the Continuing Employees: <ul style="list-style-type: none"> <li>HR policy guidance</li> <li>Employee data management and reporting</li> <li>Compensation and benefits administration, inclusive of the benefits and defined contribution plans</li> <li>Payroll processing (regular cycle and one-time) and all related employee payments, including bonus or incentive plans, subject to Buyer funding payroll and related payments</li> <li>Paying commissions accrued or earned for sales of products and services of the Business prior to end of Term</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs  Payroll – pass through if not conveyed	6 months
HR-2	Human Resources	Knowledge Transfer	Provide knowledge transfer support and answer general questions as reasonably requested by Buyer around HR processes and practices.	Seller	Buyer	Per hour salary rate	6 months
BD-1	Business Development	Marketing Support	Provide reasonable marketing support in connection with current customers consistent with past practice to the business development team transitioning to Buyer.  Seller will provide data used for CRM and opportunity tracking to assist Buyer in its transition efforts to its own CRM system.  Knowledge transfer and transition support will be provided by the Seller.	Seller	Buyer	No cost	6 months
BD-2	Business Development	Business Development Support	Continue to support business development activities for current proposals: <ul style="list-style-type: none"> <li>Assisting with existing/in flight sales proposals, bids, and quotes</li> <li>Supporting current customers and accounts</li> <li>Coordinating with existing sales partners and alliances</li> <li>Providing knowledge transfer support and answer general questions around business development process</li> <li>Transition in-flight business development pursuits to Seller personnel in the form of RFPs, collateral developed and knowledge transfer</li> <li>Buyer to provide support for proposal writing, illustration, and other services as it relates to the Seller Retained Business</li> </ul> Knowledge transfer and transition support will be provided by the Buyer.	Buyer	Seller	Per hour salary rate	Until 12/31/21
SA-1	Sales	Sales	Provide sales support for current sales pursuits of products and services of the Seller Retained Business.	Buyer	Seller	Per hour salary rate	Until 12/31/21
CON-1	Contracts	Contracts Management	Provide the following services: <ul style="list-style-type: none"> <li>Providing reasonable support to Buyer's management of contract administration for the Business</li> <li>Tracking existing contracts</li> <li>Support communications to related parties regarding contracts and programs owned by the Business about updated service provider entity (Buyer).</li> </ul> Knowledge transfer and transition support will be provided by the Seller.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
CON-2	Contracts	Subcontractors	Provide the following services: <ul style="list-style-type: none"> <li>Supporting Buyer's management of subcontractor relationships / issues</li> <li>Supporting communications to subcontractors and related parties about updated entity (Buyer).</li> </ul> Knowledge transfer and transition support will be provided by the Seller.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
PRC-1	Procurement	Purchase Services	Support procurement services for the Business: <ul style="list-style-type: none"> <li>Purchasing utilizing established agreements and pricing with current vendors/suppliers/OEMs, including Oracle Partner Network agreement</li> <li>Managing purchase requests and generate purchase orders</li> <li>Contract and vendor data management</li> <li>Service to include support for both direct and indirect purchasing</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
			<p>Seller will assist Buyer in transitioning or replicating current vendor/supplier/OEM agreements, as required, in support of purchases for the Business. Seller will abide by Buyer's DOA policy.</p> <p>Knowledge transfer and transition support will be provided by the Seller.</p> <p>For avoidance of doubt, Buyer will not require Seller to finance capital expenditures/large purchases made on behalf of Buyer.</p>				
SEC-1	Security	Personnel Security and Clearances	<p>Provide support for the following services for the Business:</p> <ul style="list-style-type: none"> <li>• Tracking cleared personnel and status</li> <li>• Tracking security clearance requirements for third-parties, locations, and programs</li> <li>• Supporting security clearance status and applications</li> <li>• Provide insight into contract performance for security including issuance of DD254s</li> <li>• Provide security assistance of pertinent subcontracts until assignment to Buyer by the Prime contractor</li> <li>• Assist in the transfer of public trust, security clearances and accesses</li> <li>• Manage public trust, security clearances and accesses until transfer to Buyer is complete</li> </ul> <p>Knowledge transfer and transition support will be provided by the Seller as reasonably requested by Buyer.</p>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
SEC-2	Security	Physical/Site Security	<p>Continue physical security operations of conveying real estate until systems are transferred or vendors are contracted by the Buyer. This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Operation and maintenance of physical security systems</li> <li>• Access control/badge support to those transferred employees who need access to the real estate.</li> <li>• Use of the access control system (where applicable)</li> <li>• Coordination with the landlord on security matters</li> <li>• On-site patrol services (where applicable)</li> <li>• Fire monitoring</li> <li>• Alarm response</li> <li>• Incident reporting</li> <li>• Minor incident investigation</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FAC-1	Real Estate & Facilities	Jessup, Maryland Warehouse	<p>Continue to provide access to facilities, maintenance, and services for Business within the Jessup, Maryland warehouse / shipment center:</p> <ul style="list-style-type: none"> <li>• Management of inbound / outbound shipments and goods in transit</li> <li>• Access to loading docks</li> <li>• Shipment inventory management</li> <li>• Utilities</li> <li>• Security</li> <li>• Network and systems access (where applicable)</li> <li>• Badging support</li> <li>• Janitorial services</li> <li>• Access to common areas (e.g., parking space)</li> </ul> <p>Seller will pass through pro-rata expenses to the Buyer.</p> <p>Seller will work with Buyer to facilitate transition of activities and assets to Buyer's own facilities.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months
FAC-2	Real Estate & Facilities	Warehouse Manager	Provide warehouse management services for the warehouse.	Buyer	Seller	Monthly rate reflective of Buyer and Seller sharing equally the costs of such Warehouse Manager	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
FAC-3	Real Estate & Facilities	Herndon, Virginia – On-Premises Laboratory	<p>Provide access and maintain services for the Business within the Herndon, Virginia facility as it relates to the on-premises laboratory for the Business, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Lab services and support</li> <li>• Maintenance of on-prem lab technology and assets</li> <li>• Lab security</li> <li>• Access to network and control systems for lab's continued operations</li> <li>• Hosting capabilities</li> </ul> <p>Seller will pass through pro-rata expenses to the Buyer.</p> <p>Seller will work with Buyer to facilitate transition of activities and assets of the lab to Buyer's own facilities.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	9 months
FAC-4	Real Estate & Facilities	Alexandria, Virginia – Vendor Support	<p>Continue maintenance and services for the Business for the Alexandria, Virginia facility, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Utilities</li> <li>• Access to common areas (e.g., parking spaces)</li> <li>• Janitorial services</li> <li>• Network and control systems</li> <li>• Telecommunications</li> </ul> <p>Seller will pass through pro-rata expenses to the Buyer.</p> <p>Seller will work with Buyer to facilitate transition of contracts and payments to providers related to the Alexandria facility since lease is conveying to Buyer.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months
FAC-5	Real Estate & Facilities	Alexandria, Virginia - October 2021 Rent	Seller to pay October 2021 rent for the Alexandria facility on behalf of Buyer due to the timing of the lease conveyance. Seller will pass through expense to the Buyer.	Seller	Buyer	Rent payment pass through	6 months
IT-1	IT	IT- General	<p>Provide reasonable support for Transferred Employees in connection with information technology management processes and reporting, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Subject to Section 2.7 of the Purchase Agreement, and maintain the same schedules and policies for the Business to the extent the following are not available to Buyer using its own resources: Ongoing personnel-related administration and help desk support</li> <li>• Personnel hardware distribution and maintenance</li> <li>• Lab hardware maintenance and support</li> <li>• Server maintenance and support</li> <li>• Data center and lab physical and logical access and support</li> <li>• End user tools and business applications</li> <li>• File share, document storage, and knowledge management sites</li> <li>• Telecommunications and conferencing services</li> <li>• Cybersecurity monitoring, risk mitigation, and issue resolution</li> <li>• Disaster recovery centers</li> </ul>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	9 months
IT-2	IT	Business related IT Applications	<p>Subject to Section 2.7 of the Purchase Agreement, provide access to ERP/Financial Systems, HCM and other HRIS Systems, Payroll Processing and Benefits Administration Systems, CRM/Sales Management Systems, Knowledge Management Systems, T&amp;E and Expense Management Systems, Order Processing Systems, Procurement Systems, Supply Chain Systems, Contract and Compliance/Legal Management systems, Data Analytics reporting, dashboard and knowledge transfer services, used by the Continuing Employees. Services include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Access to applications during non-maintenance Window</li> <li>• Monitoring and support</li> <li>• Development, testing, and production environments</li> <li>• Backups / Restores</li> <li>• General Inquiries</li> <li>• User Access and Rights Management, including add / change / delete of new and existing users</li> <li>• No application modifications will be performed</li> </ul>	Seller	Buyer	No charge (other than pass through of user license fees)	6 months



ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
IT-3	IT	Marketplace	<p>Provide the following support to Seller's Marketplace for the Business, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Access for existing customers and Continuing Employees</li> <li>• Continued maintenance and monitoring of site</li> <li>• Backups / restores</li> <li>• General Inquiries</li> <li>• No application / site modifications will be performed</li> </ul> <p>Seller to reasonably support transition of Marketplace to the Buyer. Seller to support communications to customers and related parties about potential changes to Marketplace and related processes.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months
IT-4	IT	Internal SharePoint Sites, Shared Drives and Databases	<p>Support transfer / migration of internal SharePoint sites, shared drives, and databases for Business' active and historical data pertaining to all functions.</p> <p>Upon approval, SharePoint sites, shared drives, databases, and associated content will be accessible, replicated or transferred. Seller will submit the list of required SharePoint, Shared Drive and other artifact repositories to Buyer.</p>	Seller	Buyer	<p>Per hour salary rate</p>	6 months
IT-5	IT	Employee Email History	Support transfer / migration of Continuing employees' email mailboxes, email history, and contacts.	Seller	Buyer	<p>Per hour salary rate</p>	6 months
IT-6	IT	Program IT Lab Support	<p>Provide reasonable Lab support in connection with heritage ViON contracts acquired by Peraton to include:</p> <ul style="list-style-type: none"> <li>• Peraton customer access to the Lab for ATO and inspection visits</li> <li>• Escort Peraton personnel into the Lab for hardware tasks</li> <li>• Installation, staging, and hosting of hardware and physical support of hardware changes</li> <li>• De-installation and shipping support for lab staged hardware</li> </ul>	Seller	Buyer	<p>Per hour salary rate</p> <p>Vendor charges – pass through</p>	9 months
IT-7	IT	Knowledge Transfer	Provide knowledge transfer support and answer general questions as reasonably requested by Buyer around IT processes.	Seller	Buyer	<p>Per hour salary rate</p>	6 months
ADM-1	Legal & Administrative	Legal	Provide historical and current documents related to legal, compliance, and audit to the extent exclusively relates to the Business.	Seller	Buyer	<p>No charge</p> <p>Vendor charge – pass through</p>	6 months
ADM-2	Legal & Administrative	Other	<p>Support transfer of other Business-related third-party professional services / vendor contracts.</p> <p>Knowledge transfer and transition support will be provided by the Seller.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months

**APPENDIX B**

**Data Processing Addendum**

(See attached.)

## APPENDIX B

### DATA PROCESSING ADDENDUM

1. Scope. The Parties agree that this Data Processing Addendum shall apply to the extent that Service Recipient requests, or the nature of the Services requires, that Service Provider Process Personal Data (as such terms are defined in the Regulation (EU) 2016/679 or the General Data Protection Regulation (including as transposed into domestic legislation of each member state of the European Union, (“EU GDPR”)) and the UK Data Protection Act 2018 and UK implementation of EU GDPR, which has been transposed into UK law by the European Union (Withdrawal) Act (together with EU GDPR, “GDPR”) or “Personal Information” as such term is defined by the California Consumer Privacy Act of 2018 and the California Consumer Privacy Act Regulations (“CCPA”)) on behalf of the Service Recipient during the course of performing its obligations under this Agreement.
2. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Transition Services Agreement or in the Purchase Agreement, as applicable.
  - 2.1 “Third Country” means (i) in relation to Personal Data transfers from the European Economic Area (“EEA”), any country outside of the scope of the data protection laws of the EEA, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data transfers from the UK, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.
3. Data Processing.
  - 3.1 The Parties understand and agree that, as between the Parties, the Personal Data of such Party will at all times remain the property of such Party.
  - 3.2 The Parties understand and agree that the Service Provider will act as a Processor (as defined in the GDPR) and as a Service Provider (as defined in the CCPA, on behalf of the Service Recipient.
  - 3.3 The Service Provider represents, warrants, and covenants that it shall at all times:
    - 3.3.1 Process and use the Personal Data of the Service Recipient only (i) for the purposes of providing the Services and fulfilling its obligations as Service Provider and Processor to Services Recipient under the Agreement, and (ii) on the documented instructions of the Service Recipient, including as set out in the Agreement, unless required to Process such Personal Data by applicable law to which the Service Provider is subject; in such a case, the Service Provider shall inform the Service Recipient of that legal requirement before Processing, unless that law prohibits the sharing of such information;

- 3.3.2 obtain the prior written approval of the Service Recipient, not to be unreasonably withheld, to engage one or more sub-processors to Process the Service Recipient's Personal Data and, in such an event, shall: (a) impose via written agreement privacy, security, and other requirements on any such sub-processor consistent in all material respects with those to which the Service Provider is subject under this Addendum; and (b) remain fully liable under applicable privacy and data security Laws for the performance of any such sub-processor's obligations with respect to the Service Recipient's Personal Data;
- 3.3.3 maintain appropriate technical and organizational measures, consistent with industry practice, designed to (i) ensure the security, integrity, and confidentiality of the Service Recipient's Personal Data and (ii) protect the Service Recipient's Personal Data against any anticipated threats or hazards to the security or integrity of such data; and (iii) monitor and protect against unauthorized access to or use of the Service Recipient's Personal Data;
- 3.3.4 to the extent Service Provider's Services involve the transfer, export, hosting, or Processing of Service Recipient's Personal Data from, as applicable, the UK or EEA to a Third Country, only do so where Service Provider has executed the standard contractual clauses (Data Controller to Data Processor), for the transfer of EEA personal data as set forth in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries as amended, updated or replaced from time to time ("**Model Clauses**") with Service Recipient, or permit any third party including its sub-Processors to Process, access or store the Personal Data in any Third Country except where Service Provider and its sub-processor or other third party (as applicable) have executed a sub-processing agreement in accordance with the Model Clauses, and Service Provider ensures that such transfer and processing is compliant with the terms of the Model Clauses and any sub-processor agreement, or unless any derogations set forth in applicable privacy and data security Laws apply (e.g. as needed to fulfil a contract made with or on behalf of a data subject) or pursuant to any other transfer mechanism permitted by applicable privacy and data security Laws;
- 3.3.5 limit access to the Service Recipient's Personal Data only to those of its employees and contractors necessary for Service provider to perform its obligations and/or support the Services to the Service Recipient, who have been instructed to use the Personal Data solely for the purposes of providing the Services and respect and maintain the confidentiality and security of the Personal Data in accordance with this Agreement, and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 3.3.6 upon the Service Recipient's reasonable request, promptly adopt supplemental data processing terms with the Service Recipient or take other

appropriate steps if the Service Recipient concludes, in its reasonable judgment, that such steps are necessary to address cross-border transfers or other requirements of applicable privacy and data security Laws;

- 3.3.7 upon expiration or termination of the Services, at the choice of the Service Recipient, delete or return all Personal Data of the Service Recipient, and delete existing copies of such Personal Data, and provide written confirmation of such destruction to the Service Recipient upon request, unless any applicable privacy and data security Laws to which the Service Provider is subject requires storage of the Personal Data or unless the retention of Personal Data is required in order to fulfill a contractual obligation of Data Processor (e.g. with regard to employee benefit plans) even if not required by applicable data security Laws;
- 3.3.8 to the extent legally permitted, promptly notify Service Recipient if it receives any requests from any law enforcement, regulatory authority or other third party for access to Service Recipient's Personal Data;
- 3.3.9 promptly notify the Service Recipient of the receipt of any requests from individuals to exercise their rights under applicable privacy and data security Laws, and taking into account the nature of the Processing, assist the Service Recipient by implementing appropriate technical and organizational measures to intake, address, and promptly respond to such requests;
- 3.3.10 taking into account the nature of the Processing, reasonably assist the Service Recipient in ensuring compliance with the obligations to (i) implement appropriate technical and organizational security measures; (ii) notify (if required) any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data ("Personal Data Breach"); and (iii) conduct data protection impact assessments and, if required, prior consultation with relevant competent authorities;
- 3.3.11 notify the Service Recipient without undue delay in writing upon becoming aware of any Personal Data Breach or suspected Personal Data Breach involving Service Recipient's Personal Data, and provide prompt information and assistance as reasonably requested by Service Recipient with respect to fulfillment by Service Recipient of its relevant obligations pursuant to applicable privacy and data security Laws;
- 3.3.12 make available to the Service Recipient all information reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum and applicable privacy and data security Laws, and allow for and contribute to audits, including inspections, conducted by the Service Recipient or another auditor mandated by the Service Recipient; and

3.3.13 promptly inform the Service Recipient if, in its opinion, an instruction of the Service Recipient infringes applicable privacy and data security Laws.

- 3.4 The Personal Data Processed by Service Provider will be subject to the Processing activities required for the purposes of providing the Services including storage, analysis, organizing, retrieval and sharing, as set out in the Agreement. The duration of the Processing is for the period set out in the Agreement. The categories of Personal Data that may be Processed include, but are not limited to: name, contact details, HR data, financial information, recruitment information, communications information and any other Personal Data related to the Services, relating to the following categories of data subjects: Service Recipient's employees, prospective employees, business contacts, customers, end users, vendors and any other data subjects related to the Services. Service Recipient hereby authorizes Service Provider and its affiliates, and subcontractors to collect, use, store and transfer such Personal Data that is provided by Service Recipient to Service Provider for the purpose of performing its obligations under this Agreement. Service Recipient, confirms that it has obtained all necessary consents and authorizations for the lawful Processing of Personal Data by Service Provider acting as a Data Processor before passing Personal Data to Service Provider.
4. To the extent that Service Recipient shares Personal Information about California residents to Service Provider under this Agreement which would otherwise constitute a sale, Service Provider will: (a) Process such Personal Information as a service provider on Service Recipient's behalf for one or more business purposes described in this Agreement or as may be reasonably required for record-keeping or other documentation purposes following the provision of Services hereunder, or as otherwise permitted by the CCPA and (b) be prohibited from retaining, using, or disclosing such Personal Information other than for the specific business purposes described in the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than performing the business purposes described in this Agreement, unless Service Provider is otherwise obligated to retain, use, or disclose such Personal Information pursuant to applicable privacy and data security Laws To the extent that a Service Provider stores Personal Information in its records pursuant to its performance of the Services, upon Service Recipient's request, Service Provider shall promptly delete any Personal Information specified by Service Recipient from its records unless Service Provider is permitted to, or is otherwise obligated to, retain, use, or disclose such Personal Information pursuant to applicable privacy and data security Laws (e.g. in connection with the provision of employee benefit plans). To the extent Service Provider receive(s) a request to know or request to delete from a California resident, Service Provider shall direct the California resident to Service Recipient except to the extent Service Provider is deemed a covered business for purposes of the CCPA with regard to such Personal Information. Any reference to "business," "business purpose," "commercial purpose," "sell," "sale," and "servicer provider" in this Section 4 shall have the meanings ascribed to such terms in the CCPA.
5. If any modifications are necessary to this Appendix C as a result of a change in any applicable privacy and data security Laws (or in the interpretation thereof by courts of

competent jurisdiction, data protection authorities, or other relevant governmental entities or authorities), then (a) either a Service Provider or Service Recipient may provide written notice to the other party of such change in applicable privacy and data security Laws (or interpretation), and (b) the parties shall discuss the change in applicable privacy and data security Laws (or interpretation) and negotiate in good faith with a view to agreeing to any necessary modifications to this Appendix C to address such changes.

**Attachment II**

**Bill of Sale**



**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “Bill of Sale and Assignment and Assumption Agreement”), dated as of September 21, 2021, is made and entered into by and between ViON Corporation, a Delaware corporation (“Seller”) and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Buyer”). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (the “Purchase Agreement”), dated as of September 21, 2021, by and between Seller and Buyer.

**WITNESSETH:**

**WHEREAS**, pursuant to the Purchase Agreement, (i) Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to acquire and accept from Seller, all right, title and interest of Seller in and to the Purchased Assets and (ii) Buyer has agreed to assume and thereafter timely pay, discharge and perform in accordance with their terms, the Assumed Liabilities.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Purchased Assets. Effective at the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller’s right, title and interest in and to the Purchased Assets and Buyer hereby acquires and accepts from Seller, free and clear of all Liens (other than Permitted Liens), such Transferred Assets.

Section 2. Excluded Assets. Notwithstanding anything to the contrary herein or in the Purchase Agreement, Buyer is not purchasing any right, title or interest in any Excluded Assets.

Section 3. Assumed Liabilities. Buyer hereby assumes from Seller the Assumed Liabilities, and agrees to timely pay, discharge and perform in accordance with their terms, such Assumed Liabilities.

Section 4. Excluded Liabilities. Notwithstanding anything to the contrary herein or in the Purchase Agreement, Buyer is not assuming nor is obligated to pay, perform or otherwise discharge any Excluded Liability, and Seller agrees to timely pay, discharge and perform in accordance with their terms all Excluded Liabilities.

Section 5. Terms of the Purchase Agreement. The sale, assignment and transfer of the Purchased Assets and the assumption of the Assumed Liabilities effected by this Bill of Sale and Assignment and Assumption Agreement are subject in all respects to the terms and conditions of the Purchase Agreement. The provisions herein neither enlarge nor diminish the representations, warranties, covenants, indemnities, agreements and remedies that the Purchase Agreement provides in respect of the Purchased Assets or the Assumed Liabilities. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of

the Purchase Agreement will govern.

Section 6. No Third Party Beneficiaries. Nothing expressed or implied in this Bill of Sale and Assignment and Assumption Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any rights or remedies under or by reason of this Bill of Sale and Assignment and Assumption Agreement.

Section 7. Headings. The insertion of headings for this Bill of Sale and Assignment and Assumption Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Bill of Sale and Assignment and Assumption Agreement.

Section 8. Successors and Assigns. This Bill of Sale and Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties to this Bill of Sale and Assignment and Assumption Agreement and their respective successors and assigns.

Section 9. Governing Law. This Bill of Sale and Assignment and Assumption Agreement and any actions, cause of action, claim, controversy or dispute of any kind (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of, or relate to this Bill of Sale and Assignment and Assumption Agreement, or the negotiation, execution, or performance of this Bill of Sale and Assignment and Assumption Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Bill of Sale and Assignment and Assumption Agreement) or the rights, duties and relationship of the parties, shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, excluding any conflicts of law, rule or principle that might refer construction of provisions to the Laws of another jurisdiction.


Section 10. Counterparts. This Bill of Sale and Assignment and Assumption Agreement may be executed in one or more counterparts, including facsimile counterparts or electronic mail in portable document format, each of which shall be deemed to be an original copy of this Bill of Sale and Assignment and Assumption Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the undersigned have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

**SELLER:**

**VION CORPORATION**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**BUYER:**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "K. Stuart Shea", written over a horizontal line.

Name: K. Stuart Shea

Title: President & Chief Executive Officer

**Attachment III**

**Domain Name Assignment Agreement**

**DOMAIN NAME ASSIGNMENT AGREEMENT**

This DOMAIN NAME ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of September 21, 2021 (the “Effective Date”), by and between ViON Corporation, a Delaware corporation (“Assignor”), on the one hand, and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Assignee”), on the other. Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 21, 2021 (the “APA”), pursuant to which Assignee has agreed to purchase certain assets, including certain Intellectual Property rights Related to the Business;

**WHEREAS**, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the APA and to effectuate the assignment of certain universal resource locators (“URLs”) pursuant to the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the APA, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the APA.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the URLs listed in Exhibit A attached hereto, together with all goodwill associated therewith, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution thereof.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment and to secure transfer of the registrations of the URLs to Assignee and agrees to follow Assignee’s instructions to effectuate the transfer of the URL registration in a timely manner.

4. Subject to APA. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the APA in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the APA. In the event of any conflict or other difference between the APA and this Assignment, the provisions of the APA shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants or indemnifications contained in the APA.

5. Governing Law. This Assignment, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, or the

negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to any laws, rules or provisions of the State of Delaware that would cause the application of the laws rules or provisions of any jurisdiction other than the State of Delaware.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. Amendment and Modification; Waiver. This Assignment may be amended, modified or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.


8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Domain Name Assignment Agreement as of the date first written above.

**ASSIGNOR:**

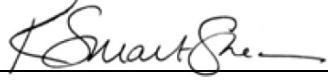
**VION CORPORATION**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President



**ASSIGNEE:**

**PERSPECTA ENTERPRISE  
SOLUTIONS LLC**

By: \_\_\_\_\_

Name: K. Stuart Shea

Title: President & Chief Executive  
Officer

**Exhibit A**  
**URLs**

URL	Registration Date	Expiration Date
ViONMarketPlace.com	1/29/2018	1/29/2022

**Attachment IV**

**Subcontract Pending Novation**

**SUBCONTRACT PENDING NOVATION**

**THIS SUBCONTRACT PENDING NOVATION** (the “Agreement”) is made as of September 21, 2021, by and between ViON Corporation, a Delaware corporation (“Prime Contractor”), and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Subcontractor”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

**WHEREAS**, Prime Contractor has entered into the Novating Government Contracts set forth on Schedule 2.7(k) of the Asset Purchase Agreement (as defined below) with executive and legislative agencies of the United States of America or another Governmental Authority (each, the “Government”), as from time to time amended, modified or supplemented, including all statements of work, attachments thereto and instruments incorporated therein (collectively, the “Outstanding Contracts”);

**WHEREAS**, Prime Contractor has submitted to the Government the outstanding Government Bids set forth on Exhibit A hereto (collectively, the “Outstanding Bids”);

**WHEREAS**, Prime Contractor, on the one hand, and Subcontractor, on the other hand, have entered into the Asset Purchase Agreement dated as of September 21, 2021, (the “Purchase Agreement”), whereby, as of Closing, Subcontractor will purchase the Purchased Assets, including the Outstanding Contracts and Outstanding Bids, and assume the Assumed Liabilities;

**WHEREAS**, in accordance with the Purchase Agreement, Prime Contractor and Subcontractor will submit to the applicable Contracting Officers for approval one or more Novation Agreements with respect to the Outstanding Contracts (each, a “Novation Request”); and

**WHEREAS**, Prime Contractor and Subcontractor desire to arrange for the continued performance of each Outstanding Contract in accordance with all of their respective requirements and terms until such time as the Government approves the Novation Request with respect to such Outstanding Contract and recognizes Subcontractor as the successor in interest to such Outstanding Contract.

**NOW, THEREFORE**, in reliance upon the agreements made herein and in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I – SCOPE OF WORK**

1. Incorporation of Outstanding Contracts; Definitions. Each Outstanding Contract is incorporated by reference herein. To give effect to the provisions contained therein, with respect to each Outstanding Contract, any reference to the “Government” or the “Contracting Officer” shall mean the Prime Contractor and any reference to the “Contractor” shall mean Subcontractor except “Government” and “Contracting Officer” do not change (a) in the phrase “Government

Property,” “Government Owned Property,” “Government Equipment,” and “Government Owned Equipment;” (b) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or his duly appointed representative; (c) when title to property is to be transferred directly to the Government; (d) when rights to or title in intellectual property are to be granted to the Government; or (e) when any other reference by its terms is applicable only to the Government.

2. Prime Contractor Responsibility. Prime Contractor shall retain its legal obligations as a prime contractor in accordance with each Outstanding Contract. Prime Contractor shall pass on to Subcontractor without delay and as reasonably practicable all Government orders and requests for work received by Prime Contractor under any Outstanding Contract. Prime Contractor shall not take any action that interferes with Subcontractor’s performance under any Outstanding Contract. Prime Contractor shall provide assistance as reasonably necessary for Subcontractor to perform under each Outstanding Contract, including by issuing to Subcontractor any required DD Form 254s or other security requirements with respect to the Outstanding Contracts.

3. Subcontractor Responsibility. To the extent permitted under applicable Law and the terms and conditions of each Outstanding Contract, Subcontractor shall diligently perform all requirements and furnish to the Government all services and materials necessary to complete performance of each Outstanding Contract, except as related to a Retained Task Order, in accordance with the terms and conditions thereof and in compliance with all applicable laws, governmental rules or regulations in effect, in each case as of the date hereof or as amended during the term of this Agreement. Without limiting the foregoing, unless Prime Contractor indicates otherwise by written notice to Subcontractor or applicable law requires otherwise, Subcontractor shall be considered Prime Contractor’s agent for purposes of (a) handling administrative actions necessary to effect and support performance of an Outstanding Contract or Outstanding Bid, including collecting all amounts that may be due from the other party to an Outstanding Contract and that relate to the period of Subcontract performance hereunder with respect to an Outstanding Contract, and (b) negotiating or otherwise handling all matters that may arise in connection with an Outstanding Contract or Outstanding Bid, including submission of any REAs or claims in connection with an Outstanding Contract, and any revisions to an Outstanding Bid.

4. Awarded Contracts. If an Outstanding Bid is accepted or awarded after Closing, the resulting Government Contract shall be treated as an Outstanding Contract for purposes hereof. If a task or delivery order proposal is submitted under an Outstanding Contract after the date hereof by Prime Contractor on behalf of Subcontractor, the submitted task or delivery order proposal will be treated as an Outstanding Bid for purposes of this Agreement.

5. Protests. Subcontractor may pursue the filing and/or litigation of a bid protest in the name of Prime Contractor with respect to an Outstanding Bid with the prior written consent of Prime Contractor, which may not be unreasonably withheld, conditioned or delayed. In the event that Prime Contractor provides such consent, Subcontractor shall be responsible for pursuit of any such bid protests and all associated fees and expenses.

## **ARTICLE II – RELATIONSHIP OF PARTIES**

1. Cooperation. Prime Contractor and Subcontractor shall fully cooperate with each other to ensure that (a) all requirements of each Outstanding Contract are satisfied and that the transition of performance occurs without disruption or inconvenience to the Government and (b) each Outstanding Bid is transitioned to Subcontractor in a manner that (i) is consistent with applicable Law and solicitation requirements and (ii) preserves the full value to Subcontractor of each Outstanding Bid.

2. Communications with Government. Subcontractor shall, in the first instance, be responsible for communications with the Government regarding any Outstanding Contract or Outstanding Bid. Subcontractor shall promptly inform Prime Contractor of the substance of any such written or oral communications that are material. Prime Contractor shall use commercially reasonable efforts to include the Subcontractor with respect to any material communications with the Government regarding an Outstanding Contract or Outstanding Bid; provided that circumstances may dictate that from time to time the Government may initiate communications with Prime Contractor in such a manner that it cannot include the Subcontractor from the outset in which cases the Prime Contractor shall use commercially reasonable efforts to limit the amount of material communication with the Government until the other party can become involved. Each party shall promptly forward to the other party any material communications received from the Government after the Closing Date concerning an Outstanding Contract or Outstanding Bid.

3. Modification of Contracts or Bids. Prime Contractor shall not make or consent to any material modification of an Outstanding Contract (except those modifications with respect to which the Prime Contractor does not have a consent right) or an Outstanding Bid without the prior written consent of Subcontractor, which consent shall not be unreasonably withheld, conditioned or delayed.

4. Disclosure. The parties hereby agree that the contents of this Agreement may be made known to the Government, but each party agrees to use commercially reasonable efforts to maintain the confidentiality of this Subcontract as permitted under the Freedom of Information Act, 5 U.S.C. § 552, et seq.

5. Authorization.

(a) Prime Contractor hereby appoints and authorizes Subcontractor, its employees and designees, at Subcontractor's election, to serve as its exclusive agent for the purpose of submitting invoices in Prime Contractor's name to the Government seeking any payments under any Outstanding Contract for work performed pursuant to such Outstanding Contract after the Closing Date. Subcontractor will be responsible, in the first instance, for preparing the invoices and supporting information associated with each invoice and providing it to the Government in accordance with an agreed upon invoicing calendar. Subcontractor shall ensure that all such invoices are consistent with the pricing and other requirements set forth in the applicable Outstanding Contract. For the avoidance of doubt, Subcontractor may elect to invoice Prime Contractor, rather than the Government, for work performed pursuant to any Outstanding Contract after the Closing Date. Prime Contractor shall pass on to Subcontractor via wire transfer as promptly as practicable and in no event later than seven (7) Business Days of Prime Contractor's receipt of any amounts paid by, and received from, the Government for performance by

Subcontractor of its obligations under an Outstanding Contract. Prime Contractor shall not subject such amounts to any withholding or setoff. If the Government disputes or otherwise fails to pay an invoice, Prime Contractor will promptly inform Subcontractor and provide any information supplied by the Government related to the dispute or non-payment.

(b) Subcontractor shall maintain true and correct books and records pertaining to such invoiced amounts and, upon reasonable notice, shall permit an independent third party entity hired by Prime Contractor, at Prime Contractor's own expense to audit such books and records solely to verify the accuracy and appropriateness of all charges; provided that such audit does not unreasonably interfere with the conduct of the business and provided that such books and records are kept confidential in accordance with this Agreement. Subcontractor shall comply with any Government-required audits in connection with any Outstanding Contract or Outstanding Government Bid.

(c) Subcontractor recognizes that if any Outstanding Contract (other than a Retained Task Order) involves products, services or technical data subject to the export laws of the United States or other Governmental Authority, Subcontractor shall be solely responsible for complying with any and all such export laws, including obtaining any registration or licenses required for the lawful export of any such items.

(d) For purposes of allowing Subcontractor to fulfill its obligations under this Agreement, Prime Contractor hereby delegates authority to Adam Kiefer, Director, Contracts & Subcontracts, to enter into, execute, process and deliver for, or in the name or on behalf, of Prime Contractor, task or delivery order proposals, orders and modifications, amendments or extensions thereto, and any other documents that arise in the ordinary course under any Outstanding Contract or Outstanding Bid (the "Contract Documents"); provided that the foregoing authority shall not permit Subcontractor or its employees to issue checks, drafts, or other orders on the funds of Prime Contractor or take any action that is inconsistent with this Agreement. Subcontractor shall promptly provide to Dawn Fabean, Director of Contracts, a copy of all such Contract Documents. Any Contract Documents requiring signature of Prime Contractor shall be ratified by a counter-signature by Prime Contractor and returned to Subcontractor as promptly as practicable and in no event later than three (3) Business Days of receipt by Prime Contractor. Notwithstanding the foregoing, prior to executing any document pursuant to this provision that has a projected monetary value exceeding \$500,000, Subcontractor shall notify Prime Contractor in writing to ensure that Prime Contractor is apprised of significant engagements executed by Subcontractor on behalf of Prime Contractor.

(e) Nothing in this Article II is intended or shall be construed to transfer any rights to any Outstanding Contract or usurp, violate or otherwise negate the requirements of the Anti-Assignment Act, 41 U.S.C. § 15(a), the Assignment of Claims Act, 31 U.S.C. § 3727(a)(1)(b) (the "Acts") or the Outstanding Contracts. In the event of any claim by any Government agency of a violation of such requirements as a result of this Article II, the parties shall cooperate in good faith and assist each other as is reasonably necessary to correct such claimed violations and seek the Government's ratification of the Outstanding Contract related document claimed to be an unlawful assignment under the Acts.

(f) For the avoidance of doubt, Prime Contractor shall not charge the Government any brokerage or similar fee or other markup in connection with any Outstanding Contract or Outstanding Bid.

### ARTICLE III –TERM AND TERMINATION

1. Term. The term of this Agreement shall be from the Closing Date until the earlier of (a) such time all Outstanding Contracts, including any extensions or options thereto exercised by the Government, are novated to Subcontractor, completed, replaced by a successor contract between Subcontractor and the Government or terminated, and all Outstanding Bids are no longer outstanding or pending award decision or (b) such time as this Agreement is terminated upon mutual agreement by the parties as evidenced in writing. With respect to each Outstanding Contract and each Outstanding Bid, the responsibilities of the parties hereunder shall begin upon the Closing Date and shall cease upon the earlier of: (i) contract novation of such Outstanding Contract; (ii) completion, replacement by a successor contract between Subcontractor and the Government or termination of such Outstanding Contract, including any renewals or options thereto exercised by the Government; (iii) receipt of a final written determination by the Government that such Outstanding Contract may not be performed by Subcontractor; (iv) withdrawal, rejection or award of such Outstanding Bid with no pending or reasonably anticipated protests; or (v) termination of this Agreement.

2. Termination of an Outstanding Contract. In the event that an Outstanding Contract is terminated in whole or in part by the Government prior to contract novation and prior to expiration of the term of this Agreement, the rights of the parties concerning the termination shall be governed by the provisions of the applicable termination clause (such as the termination for convenience provisions or the termination for default provisions, as applicable) set forth in such Outstanding Contract. Prime Contractor may terminate Subcontractor's work under an Outstanding Contract if and to the extent such Outstanding Contract is terminated by the Government or if Prime Contractor receives final written determination by the Government that such Outstanding Contract may not be performed by Subcontractor.<sup>1</sup>

### ARTICLE IV – CONFIDENTIALITY

1. Definition of Confidential Information. As used herein, “Confidential Information” shall mean any information or data of a party (the “Disclosing Party”) or its customers received or obtained by the other party (the “Recipient”) as a result of the exercise of the Recipient's rights or the performance of the Recipient's obligations under this Agreement, and includes any business, marketing, sales, technical and scientific information, trade secrets, processes, designs, data, formulae, plans, product or service specifications and information, prototypes, software, source code, customer information and lists, research, business opportunities, contracts and contract information, and other information and materials related to or arising from the objectives of the Agreement and in the performance and administration of the Outstanding Contracts and Outstanding Bids and which may be in any form or medium. Notwithstanding the

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<sup>1</sup> Note to Seller: The term addressing contract close out has been removed because allocation of liability is addressed in the purchase agreement, and Seller would otherwise have recourse through the indemnity clause of this agreement.



foregoing, Confidential Information shall not include any information that (a) becomes generally available other than as a result of a breach of the provisions of this Article IV or any other confidentiality agreement with the Disclosing Party; (b) was received or becomes available on a non-confidential basis to the Recipient from a source, other than the Disclosing Party or its customers, that to the Recipient's knowledge is not or was not bound to hold such information confidential, (c) was acquired or developed independently by the Recipient without the use of the Disclosing Party's Confidential Information and without violating this Article IV or any other confidentiality agreement with the Disclosing Party; (d) is approved in writing for release or disclosure to the public by the Disclosing Party; or (e) is set forth in or derived, in whole or in part, from Transferred Books and Records.

2. Use and Disclosure Limitations. Except pursuant to Section 3 of this Article IV, unless instructed otherwise by the Disclosing Party in writing, any Confidential Information received or obtained by the Recipient as a result of the exercise of its rights or the performance of its obligations under this Agreement shall be kept in confidence and shall not be disclosed to a third party, except as authorized in writing by the Disclosing Party. The Recipient is authorized to use Confidential Information in furtherance of the objectives of the Agreement and in the performance and administration of the Outstanding Contracts and Outstanding Bids, if applicable, and is granted any necessary permission by the Disclosing Party to do so. The Recipient shall treat the Confidential Information of the Disclosing Party in the same manner as the Recipient treats and holds its own confidential information of a similar nature, but in no case with less than a commercially reasonable standard of care.

3. Restrictive Notice; Government Disclosure. With respect to Confidential Information that will be disclosed or delivered to the Government, if the Confidential Information was marked with a restrictive notice by the originating party, the Disclosing Party will retain the restrictive notice, or will substitute the applicable notice prescribed by the Government for such purposes, if any. If Prime Contractor or Subcontractor is notified that the Government proposes to disclose any such Confidential Information to a third party or is considering doing so, it will provide prompt written notice to the other party. In the event of an authorized disclosure by a party to a third party other than the Government, any restrictive notice will be retained on any information so disclosed.

4. Relief. The Recipient agrees that unauthorized disclosure or use of the Confidential Information may cause irreparable harm and result in significant commercial damage to the Disclosing Party. The parties agree that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the covenants regarding Confidential Information, in addition to all other remedies available at law and in equity.

## **ARTICLE V – DISPUTES**

1. Resolution of Disputes. For the purposes of this Agreement, the terms “claim,” “certification” or “certify,” and “dispute” shall have the meaning of the same terms as used in the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613), FAR Subpart 33.2, and FAR 52.233-1.” All disputes arising under or relating to this Agreement shall be resolved under this Article V.

2. Procedure. With respect to any claim made by Subcontractor for which the Government is or may be liable, Subcontractor agrees that it will prepare and certify its claim and will present it to Prime Contractor for submission to the Government under the Contract Disputes Act. Prime Contractor shall submit any such reasonable claim to the Government, at the expense of Subcontractor. In the event Subcontractor determines that an appeal of any government contracting officer final decision on a claim is appropriate, Prime Contractor shall permit Subcontractor, at Subcontractor's expense, to appeal such final decision in the name of Prime Contractor. In such event, Prime Contractor shall reasonably cooperate in the prosecution of such appeal. Prime Contractor shall take no action to settle or prejudice Subcontractor's claim. Prime Contractor shall promptly pay to Subcontractor any amount received by Prime Contractor as a result of a government contracting officer final decision or an appeal involving an Outstanding Contract, to the extent such payment relates to work performed by Subcontractor pursuant to such Outstanding Contract after the Closing Date.

3. Continuation of Performance. Unless this Agreement is terminated pursuant to Article III, Section 1, the parties shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, dispute or action arising under or in connection with the Agreement.

## **ARTICLE VI – MISCELLANEOUS**

1. Waiver. The waiver or failure of any party to enforce the terms of this Agreement shall not constitute a waiver of that party's rights under this Agreement with respect to any other violation of the same or other terms.

2. Assignment. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither party may assign this Agreement or any of the rights, interests or obligations hereunder without the prior written consent of the other party provided, however, Subcontractor may, without consent or notice to Prime Contractor, subcontract any portion of an Outstanding Contract or Outstanding Bid.

3. Indemnity. Subcontractor shall indemnify and hold Prime Contractor harmless from any and all liabilities and costs, to include reasonable attorney's fees, incurred by Prime Contractor directly relating to or arising out of any Outstanding Contract, except as related to a Retained Task Order, or Outstanding Bid after the date hereof.

4. Independent Contractor Relationship. Subcontractor's relationship with Prime Contractor will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship.

5. Entire Agreement. This Agreement and the other Transaction Documents contain the entire understanding between the parties hereto relating to the subject matter hereof and supersede all prior negotiations, agreements, communications and writings with respect to this Agreement. This Agreement may only be amended by a writing signed by both parties hereto.

6. Severability. The provisions of this Agreement are independent and severable. To the extent that any one provision is rendered inoperative, or is contrary to law, the parties agree that, to the extent possible, all other provisions of this Agreement shall be given full force and effect.

7. Survival. The provisions of Article IV and Section 3 of this Article VI shall survive termination or expiration of this Agreement.

8. Section Headings. Section headings are provided for purposes of convenience only, and do not limit the scope or effect of the provisions and clauses of this Agreement.

9. Governing Law. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement (whether at law, in contract or in tort), shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware (without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction).

10. Party Disputes. Other than disputes and claims subject to Article V above, the parties shall attempt in good faith to resolve any dispute arising out or relating to this Agreement promptly by negotiations in accordance with this Article VI, Section 10. If such a dispute arises, then either party may submit the dispute for consideration by senior executives of the parties who do not have direct responsibility for administration of this Agreement (collectively, the “Senior Executives”). The Senior Executives shall meet for negotiations (which may be held telephonically) as often as the Senior Executives deem reasonably necessary to resolve the dispute. If the dispute is not resolved within thirty (30) days after the day that the Senior Executives first considered the dispute, then either party may pursue any and all rights and remedies available to it at law or in equity.

11. Jurisdiction and Venue. Each party agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery within the State of Delaware (or if the Delaware Court of Chancery declines to accept jurisdiction over such Proceeding, any other court of the State of Delaware located in the City of Wilmington, State of Delaware, or the United States District Court for the District of Delaware) for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Agreement. Each party irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this section.

12. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE

TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE EACH PARTY'S RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Notices. Any notice or communication required to be given by this Agreement must be delivered as if a notice under the Purchase Agreement, with an additional copy delivered as provided below (which shall not constitute notice hereunder):

For Prime Contractor to:

ViON Corporation  
196 Van Buren St. Suite 300  
Herndon, VA 20170  
Attention: Tom Frana  
Email: Tom.Frana@vion.com

For Subcontractor to:

Peraton Inc.  
12975 Worldgate Drive  
Herndon, VA 20170  
Attention: Jim Winner  
Email: jwinner@peraton.com

and

Covington & Burling LLP  
One CityCenter  
850 Tenth Street NW  
Washington, DC 2001  
Attention: Scott A. Freling  
Email: sfreling@cov.com

14. Effective Date. This Agreement is entered into and is effective as of the date hereof.


15. Authority; Counterparts. This Agreement is executed by individuals who are duly authorized to legally bind their respective organizations. This Agreement may be executed in two or more counterparts, each of which will be considered an original instrument and which together will be considered one and the same agreement, and will become effective when the counterparts, that together contain the signatures of each party hereto, will have been delivered to Prime Contractor and Subcontractor. Delivery of executed signature pages by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

*(Signature Page Follows)*

**IN WITNESS WHEREOF**, the parties have caused this Subcontract Pending Novation to be duly executed, as of the date first written above.

**Prime Contractor:**

**VION CORPORATION**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**Subcontractor:**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Subcontract Pending Novation to be duly executed, as of the date first written above.


**Prime Contractor:**

**VION CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Subcontractor:**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

By:   
Name: K. Stuart Shea  
Title: President & Chief Executive Officer

**Exhibit A**  
**Outstanding Government Bids**

None.





Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
**Master Agreement**

Order Date: 2020-07-15

CORRECT ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, AND SHIPPING PAPERS.  
QUESTIONS CONCERNING THIS  
ORDER SHOULD BE DIRECTED TO  
THE DEPARTMENT CONTACT.

Order Number: CMA 0231 0231 OOT2100000001	Procurement Folder: 655755
Document Name: Data Center 2.0 RFP (OT20023)	Reason for Modification:
Document Description: Data Center 2.0 RFP (OT20023)	Award of CRFP OOT2000000001.
Procurement Type: Central Master Agreement	
Buyer Name: Jessica S Chambers	
Telephone: (304) 558-0246	
Email: jessica.s.chambers@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2020-07-22
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2024-07-21

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: 000000193349 VION CORPORATION 196 VAN BUREN ST STE 300  HERNDON VA 201705337  US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Andrew C Lore Requestor Phone: (304) 957-8267 Requestor Email: andrew.c.lore@wv.gov

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount	Open End
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PURCHASING DIVISION AUTHORIZATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

The Vendor; Vion Corporation of Herndon VA agrees to enter this contract with the agency, The West Virginia Department of Administration, Office of Technology to provide an on-premise infrastructure, enterprise data backup, and infrastructure monitoring contract. per the bid requirements, specifications, terms and conditions, all published Addendums, and the Vendor's submitted and accepted bid on: 4/08/2020 per the attached bid schedule all incorporated herein by reference and made apart hereof.

Effective Dates: 07/22/2020 - 07/21/2024

3 Renewals Remaining

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81110000			LS	\$0.000000
	Service From	Service To			
Commodity Line Description: P-100					

Commodity Line Description: Data Center 2.0

**Extended Description:**

Please see Exhibit A Pricing Page for pricing information.

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on 07/22/2020 and extends for a period of Four (4) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: 5,000,000.00 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

☐ **Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ \_\_\_\_\_ for \_\_\_\_\_

☐ Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)



**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.



**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a



“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**45. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.



## DESIGNATED CONTACT FORM

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Dawn Fabean, Director of Contract  
(Name, Title)

(Printed Name and Title)  
196 Van Buren Street, Herndon, VA, 20170

(Address)  
(571) 353 6000 / (703) 707 0987

(Phone Number) / (Fax Number)  
Dawn.Fabean@vion.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

VION Corporation

(Company)

(Authorized Signature) (Representative Name, Title)

John Pyne, Vice President of Cloud PMO

(Printed Name and Title of Authorized Representative)

04/10/2020

(Date)

(571) 353 6000 / (703) 707 0987

(Phone Number) (Fax Number)

Revised 11/14/2019





## ADDENDUM ACKNOWLEDGEMENT FORM

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input checked="" type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input checked="" type="checkbox"/> Addendum No. 9  |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input checked="" type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

VION Corporation

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

04/10/2020

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 – Info Technology

Proc Folder: 655755

Doc Description: Addendum 1-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-11-26	2020-01-03 13:30:00	CRFP 0231 OOT2000000001	2

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
(304) 558-0246  
jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:****Addendum**

Addendum No.01 is being issued to extend the bid opening date to 1/03/2020.

No other changes.

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	19-12-06
2	Technical Question Deadline at 12:00 PM (EST)	19-12-10

**SOLICITATION NUMBER:** CRFP OOT2000000001

**Addendum Number:**

**No.01**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend bid opening date to 1/03/2020 at 1:30 PM (EST)

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 — Info Technology

Proc Folder: 655755

Doc Description: Addendum 2-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-05	2020-01-03 13:30:00	CRFP 0231 OOT2000000001	3

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:****Addendum**

Addendum No.02 is being issued to extend the technical question deadline to 12/13/2019 at 12:00 PM (EST).

No other changes.

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	9-12-06
2	Technical Question Deadline at 12:00 PM (EST)	9-12-13

**SOLICITATION NUMBER: CRFP OOT2000000001**

**Addendum Number:**

**No.02**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend technical question deadline to 12/13/2019 at 12:00 PM (EST)

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.





Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 — Info Technology

Proc Folder: 655755

Doc Description: Addendum 3-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-06	2020-01-03 13:30:00	CRFP 0231 OOT2000000001	4

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:****Addendum**

Addendum No.03 is being issued to publish the mandatory prebid sign-in sheet.

No other changes.

\*\*\*\*\*

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	9-12-06
2	Technical Question Deadline at 12:00 PM (EST)	9-12-13

SOLICITATION NUMBER: CRFP OOT2000000001

Addendum Number:

No.03

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to publish the mandatory prebid sign-in sheet.

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP OOT2000000001

Date of Pre-Bid Meeting: 1:00 PM 12/06/2019

Location of Prebid Meeting: Building 3, Room 124

1

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
OnoCZ / SUN MGT.	LINDS ROMAN	7305 HANCOCK VILLAGE DRIVE #236 CHESTERFIELD VA 23032	7399 (804) 690.		linoSC SunmanagemeA, net
NTT	Bassam Ammon	7950 Legacy DR Plano, TX 75024	916.385.922		Bassam.Ammon@ NTTdata.com
NTT	Blake Dewberry	7950 Legacy Dr. Plano, TX 75024	919-746-1777	703-848- 7600	blake.dewberry@nttdat.com
VION	Bridget Bradshaw	196 Van Buren Herndon, VA 20176	703-303- 6569		bridget.bradshaw @vion.com
VION	Jeremy Sauer	196 Van Buren St Herndon, VA 20170	353-571- 6000		JEREMY.SAUER@ vion.com
WWT	Amy Knelly	1 World Wide Way St Louis, MO	412 525 0449		amy.knelly@ wwt.com

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP OOT2000000001  
Date of Pre-Bid Meeting: 1:00 PM 12/06/2019  
Location of Prebid Meeting: Building 3, Room 124

Please Note:  
Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Alpha Technologies	Brian Jeffrey	4003 Outlook Dr. Hurricane WV 25526	304-201-7455	304-201-2610	bjeffrey@alpha-tech.us
CISCO SYSTEMS	MARK WILLIAMSON	CHARLESTON, WV	304-545-8706		MAWILLIA @ CISCO .com
Ahead	Ben Donaldson	5181 Natorp Blvd Suite 110 Mason, OH 45040	513-334-9153		Benjamin.Donaldson@thinkahead.com
Perspecta	Ernie Sanders	Chantilly, VA	714-734-3093		ernie.sanders@perspecta.com
PERSPECTA	ROHITAV SAMANTA	CHARLESTON, WV	304-982-1502		ROHITAV.SAMANTA@PERSPECTA.COM
IBM	John Joaquin	Washington, DC	301-302-1202		JJoaquin@us.ibm.com

\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP OOT2000000001

Date of Pre-Bid Meeting: 1:00 PM 12/06/2019

Location of Prebid Meeting: Building 3, Room 124

3

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Dell Financial Services	Art Gehly	One Dell Way Round Rock, TX	540-671-3440	512-283-4674	art.gehly@dell.com
Advizex	Mikha Minor	6480 Rockside woods Blvd. S. Suite 190 Independence, OH 44131	304-615-3300		mminor@advizex.com
Verizon	Sandy Hawkins	4700 MacCorkle Ave SE Charleston, WV 25304	304-356-3395		sandra.k.hawkins@verizon.com
Pure Storage	John Gryskiewicz	11921 Freedom Dr 5th Floor Reston, VA 20190	571-334-2138		jgryskiewicz@purestorage.com
ATT	Beth Spadlin	816 Lee St. Charleston, WV	304-690-0140		lf8030@att.com
SIS & Converse Corp	Charl. Arritt	200 Association Pl. S.W. 210 Charleston, WV 25301	304-549-7680	304-768-1651	Cathie Arritt - corp

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.



4

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP OOT2000000001

Date of Pre-Bid Meeting: 1:00 PM 12/06/2019

Location of Prebid Meeting: Building 3, Room 124

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
NETAPP	DAVE FRANKS	545 METRO PLACE NORTH DUBUIN, OH 43015	514-203- 4910		DAVEFRANKS@NETAPP.COM
PURCHASING	JESSICA CHAMBERS				Jessica.S.Chambers@wv.gov
THE TECH OF WV	DANIEL CARTER	2050 WINNERS DR FAIRMONT, WV	304 942 8086		DANIEL.CARTER@THETECHNOLOGIES.COM
WVDOT	Jeremy Casto	Bldg 5 Room 920	414-7162		jeremy.cl.casto@wv.gov
WVOT	Hope Fout	WVOT	904-7733		tara.h.fout@wv.gov
WVOT	Jaime Barton	WVOT	957-8138		jaime.e.barton@wv.gov

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

# Pre-Bid Sign-In Sheet

Solicitation Number: CRFP OOT2000000001

Date of Pre-Bid Meeting: 1:00 PM 12/06/2019

Location of Prebid Meeting: Building 3, Room 124

(5)

**Please Note:**

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
WOT	CHRIS BRILEY	1900 KANAWHA BLVD Bldg #6 RM #110 CHARLESTON WV	304 957 6205		CHRISTOPHER, D. BRILEY@WV.GOV
WVOT	Heather Abbott	Bldg 5 10th Floor Chas, WV			heather.d.abbott @wv.gov
WVOT	Richard L. Judy	SAME	<del>304 957 6205</del>		Richard L. Judy @wv.gov
WVOT	JOHN TOOMEY	"			JOHN, TOOMEY @wv.gov
WVOT	Justin McAllister	"			Justin.T.McAllister@ wv.gov
WVOT	Joshua Spence	"			Joshua.D.Spence @wv.gov

**\*One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.



Strategy | Technology | Results

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**IBM Watson**





- ☑ *Technical Talent*
- ☑ *Management Expertise*
- ☑ *Customer Focused*

Mobile: (304) 942-8086  
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**Daniel Carter**  
**Director of State Government**  
**Division**

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**Bassam Amrou**

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**NTT DATA**  
Services



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 — Info Technology

Proc Folder: 655755

Doc Description: Addendum 4-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-17	2020-01-17 13:30:00	CRFP 0231 OOT2000000001	5

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:****Addendum**

Addendum No.04 is being issued to extend the bid opening date to January 17, 2020 at 1:30 PM (EST) .

No other changes.

\*\*\*\*\*

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	9-12-06
2	Technical Question Deadline at 12:00 PM (EST)	9-12-13

**SOLICITATION NUMBER:** CRFP OOT2000000001

**Addendum Number:**

**No.04**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend the bid opening date until 1/17/2020 at 1:30 PM (EST).

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 — Info Technology

Proc Folder: 655755

Doc Description: Addendum 5-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2019-12-26	2020-01-31 13:30:00	CRFP 0231 OOT2000000001	6

**BID RECEIVING LOCATION**

BID CLERK  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON ST E  
CHARLESTON WV 25305  
US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers  
(304) 558-0246  
jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:****Addendum**

Addendum No.05 is being issued to extend the bid opening date to January 31, 2020 at 1:30 PM (EST) .

No other changes.

\*\*\*\*\*

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	9-12-06
2	Technical Question Deadline at 12:00 PM (EST)	9-12-13

**SOLICITATION NUMBER:** CRFP OOT2000000001

**Addendum Number:**

**No.05**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend the bid opening date until 1/31/2020 at 1:30 PM (EST).

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 — Info Technology

Proc Folder: 655755

Doc Description: Addendum 6-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-21	2020-02-26 13:30:00	CRFP 0231 OOT2000000001	7

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:****Addendum No.06**

1. The purpose of this addendum is publish revised specifications and Exhibit A Pricing dated 01/21/2020. These specifications replace what was published on 11/19/2019. Failure to use the updated Exhibit A and specifications will result in disqualification of your bid.
2. New Technical Question Deadline is: 02/04/2020 at 9:00 AM (EST)
3. New Bid Opening Date is 02/26/2020, bid opening time remains at 1:30 PM (EST)

No other changes.

\*\*\*\*\*

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US		WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	19-12-06
2	Technical Question Deadline at 12:00 PM (EST)	19-12-13
3	2nd Technical Question Deadline at 9:00 AM (EST)	20-02-04
4	Please see revised specifications and Pricing Page	20-02-26

**SOLICITATION NUMBER:** CRFP OOT2000000001

**Addendum Number:**

**No.06**

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is publish revised specifications and Exhibit A Pricing dated 01/21/2020. These specifications replace what was published on 11/19/2019. Failure to use the updated Exhibit A and specifications will result in disqualification of your bid.

2. New Technical Question Deadline is: 02/04/2020 at 9:00 AM (EST)

3. New Bid Opening Date is 02/26/2020, bid opening time remains at 1:30 PM (EST)

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 – Info Technology

Proc Folder: 655755

Doc Description: Addendum 7-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-12	2020-03-11 13:30:00	CRFP 0231 OOT2000000001	8

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No.07

The purpose of this Addendum is to extend the Bid Opening Date to 3/11/2020, bid opening time remains at 1:30 PM (EST) while the agency is still addressing all technical questions received.

No other changes.

\*\*\*\*\*

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	3/9-12-06
2	Technical Question Deadline at 12:00 PM (EST)	3/9-12-13
3	2nd Technical Question Deadline at 9:00 AM (EST)	3/10-02-04
4	Please see revised specifications and Pricing page	3/10-02-26

**SOLICITATION NUMBER:** CRFP OOT2000000001

**Addendum Number:**

**No.07**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ | Modify bid opening date and time
- ☐ | Modify specifications of product or service being sought
- ☐ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☐ | Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend the bid opening date until 3/11/2020 at 1:30 PM (EST).

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 – Info Technology

Proc Folder: 655755

Doc Description: Addendum 8-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-25	2020-03-20 13:30:00	CRFP 0231 OOT2000000001	9

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION:**

Addendum No.08

The purpose of this Addendum is to extend the Bid Opening Date to 3/20/2020, bid opening time remains at 1:30 PM (EST), to address all technical questions received during the 2nd question and answer period, and revise specifications (revisions are highlighted in yellow).

No other changes.

\*\*\*\*\*

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the Purchasing Division) is issuing this solicitation as a request for proposal (RFP), as authorized by W. Va. Code 5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the Agency) to establish an Infrastructure-as-a-Service (IaaS) implementation.

The State of West Virginia requires an Infrastructure-as-a-Service contract to provide enterprise-class hardware to support existing and future application environments at all current and future data center locations throughout the duration of this contract per the terms and conditions and specifications as attached.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	19-12-06
2	Technical Question Deadline at 12:00 PM (EST)	19-12-13
3	2nd Technical Question Deadline at 9:00 AM (EST)	20-02-04
4	Please see revised specifications and Pricing Page	20-02-26

**SOLICITATION NUMBER:** CRFP OOT2000000001

**Addendum Number:** No.08

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend the bid opening date until 3/20/2020 at 1:30 PM (EST);
2. To address all technical questions received; and
3. Revise specifications (revisions are highlighted in yellow).

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Question Number	RFP Section	Question	WVOT Answer
1		Please provide a complete list of Operating Systems and Applications (including initial versions and release) required to be supported in this RFP. Please identify those that require hosting of the workload or simply requiring backup/recovery support.	Background information on the existing environment is provided under 4.1. As an open-end contract, decisions about which information systems (applications) may be migrated, the privacy and security requirements of those systems (applications), the backup and infrastructure monitoring support for those systems will be made after contract has been established and on a case-by-case evaluation.
2		Is there a requirement that all hardware be provided as New, Openbox, Certified Used, or Used provided they meet the required specifications?	There is a not mandatory specification regarding hardware being new or used, however, reference specific 4.2.4.2.7 relating to EOL and EOS.
3		Please validate the Tier naming structure. Tier 0 is of lowest identified service level and Tier 2 is the highest identified service level. Industry practice (not a standard) uses the opposite naming convention (Tier 0 is highest service level, followed by Tier 1 and Tier 2 respectively).	Confirming Tier 0 represents a lowest service tier and tier 2 represents the highest service tier.
4	4.2.1.1.1.4	Under section 4.2.1.1.1.4, Please define "limited backup requirements" as well as "limited to no disaster recovery objectives." The accompanying sections 4.2.1.1.1.5/6 specifically call out the requirements.	The vendor's proposal should outline the capabilities of each tier based upon the primary drivers of the associated tier leveraging the experience of the vendor is providing like services for public sector.
5	4.2.1.1.2	Under section 4.2.1.1.2, is it a requirement the bidding company provide badged employees perform the managed services or can the manufacturer/OEM provide the ongoing managed services?	The vendor is free to include third party support services in their proposal, as long as the services adheres to mandatory specifications, specifically 4.2.4.2 (Cybersecurity Requirements).

6	4.2.1.1.3	Under section 4.2.1.1.3, are there minimum required performance aspects of the network infrastructure? I.e., 10Gb Ethernet, 100Gb Ethernet, etc.	The vendor provided environment must be minimally capable of 100Gbps ethernet connection to the State network.
7	4.2.1.1.3	Under section 4.2.1.1.3, Is there a specific connection speed/port type required to connect to the boundary edge service not part of this RFP? Port type/count at each location?	It is the State's expectation that the handoff between the vendor's network and the State's boundary edge be a minimum of two 100Gb Ethernet connections.
8	4.2.1.1.5	Under section 4.2.1.1.5, please list the specific states included in "United States East Coast."	United States East Coast shall be located no further than 500 miles from the customer's site, which is located at 1900 Kanawha Boulevard East, Charleston, WV 25305. The Agency deems 500 miles to be the maximum distance.
9	4.2.1.1.7	Under section 4.2.1.1.7, should an architecture design require a different power input, is the WVOT able to accommodate various "one-off" power requirements? At this point, this isn't anticipated, but 4-7 years out, solutions may change.	4.2.1.1.7 is a desirable specification. The state will work with vendors to determine a mutually agreed upon solution to 'one-off' power requirements in the future.
10	4.2.1.1.8	Under section 4.2.1.1.8, Is the purpose of this section to provide individual cabinets with physical locks? If so, will WVOT provide a resource/process responsible for the management and maintenance of the key distribution/availability for support engineers or should that be offered as part of the managed services? Also, are we to assume the WVOT will provide sufficient site level security?	4.2.1.1.8 is a desirable specification whereas the State seeks solution proposals. Physical, site level, security controls outside of the cabinet protection are outside of the scope of the RFP.
11	4.2.1.2.1	Under section 4.2.1.2.1, will the WVOT be responsible to maintain the applications, operating systems, and hypervisors at a supported level with the backup solution software provider? I.e., AIX 5.3 is listed as an OS existing within the WVOT, this OS version has long been withdrawn from support. Should those instances be treated as "best effort" support?	Services under 4.2.1.2 can be scoped to "best effort" when being leveraged to backup unsupported systems/software.

12	4.2.1.2.3	Under section 4.2.1.2.3, please specify the accepted policy for dealing with/recovering from ransomware cyber-attacks within the WVOT. Is this the same level of recovery listed in section 4.2.1.1.1.4/5/6?	4.2.1.2.3 is a desirable specification, whereas, the State seeks solution proposal to explain any included capability specific to ransomware protection or recovery. Yes, 4.2.1.1.1.4/5/6 outline the State's desirable specifications relating to recovery capability. Execution of recovery as a managed-service is not a mandatory specification. Reference 4.2.1.2.7 for desirable specifications relating to the managed services of Enterprise Data Backup.
13	4.2.1.2.5	Under section 4.2.1.2.5, is the intent to be fully migrated of existing backup repositories within 60 days or is this timeline only for the instantiation and implementation of the "new" backup recovery solution for the subset of the workload included in the initial deployment?	The intent here is that the vendor will have a backup solution in place and ready to accept backups within the 60 day period.
14	4.2.1.2.7	Regarding section 4.2.1.2.7, please provide a detailed list of all hypervisors, operating systems, applications, including versions/releases to be supported.	Background information on the existing environment is provided under 4.1.
15	4.2.1.3	Regarding section 4.2.1.3, Are any of these sites "dark" sites? Will a cloud based monitoring solution be supported for this effort or does the solution require an on-premises deployment to support the monitoring functionality?	The State does not establish a mandatory specification regarding the hosting of the solution. The solution is not intended for air-gapped networks. Reference 4.2.4.5 for the specific mandatory specifications relating to infrastructure operations monitoring.

16	4.2.1.3.x	Regarding section 4.2.1.3.x, please provide a detailed list of ALL components to be monitored/managed as part of this contract. Please include, manufacturer, make, model, and detailed firmware/software level.	Background information on the existing environment is provided under 4.1. Under 4.2.1.3. the State seeks solution proposals designed to enable the provided State objectives. The State seeks vendor's to scope their proposal leveraging their experience in providing like services to the public sector.
17	4.2.1.3.6	Under section 4.2.1.3.6, please provide a detailed list of all components to be monitored and managed, including manufacturer, make, model, and detailed firmware/software level.	See answer to question 16.
18	4.2.1.4	Under section 4.2.1.4, many of the roles defined can be provided through staffing and contractors. Is it a requirement that all resources identified be employed and badged employees of the bidding vendor/partner?	The vendor is free to include third party support services in their proposal, as long as the services adheres to mandatory specifications, specifically 4.2.4.2 (Cybersecurity Requirements).
19	4.2.4.3.5	Under section 4.2.4.3.5, are the processors and solution required to be intel/x86 type solutions?	Yes, x86.
20	4.2.4.4.1.2.1	Under section 4.2.4.4.1.2.1, is the capacity listed a "Front End" capacity (the capacity for a single full backup of the environment) or is this a "Back End" capacity (the target capacity for backup and recovery support)?	The capacity indicated represents the minimum level for the Data Backup Base line item on, with an ability to expand the environment utilizing the expansion line item.
21	4.2.4.4.1.2.2	Under section 4.2.4.4.1.2.2, is it a requirement to continue to backup and protect workloads in a disaster recovery state? I.e., if a failover occurs to a remote location, is it still a requirement to meet the backup/recovery requirements stipulated in section 4.2.1.1.1.4/5/6?	It is not a mandatory requirement to continue to backup and protect workloads in a disaster recovery state.
22		Since the scope of the RFP changed from Infrastructure as a Service to on-Premise Infrastructure will the State schedule another Mandatory Pre-Bid Conference? Or will the State permit vendors that were not at the Mandatory Pre-Bid Conference to bid? The fair process would be to have another Mandatory Pre-Bid Conference.	No, there will not be another Mandatory Pre-bid Conference.

23		Will the State permit follow on questions once the answers have been published?	No.
24	6	What do the evaluation worksheets look like? Will there be a sliding scale of say 1 to 5 for each mandatory requirement?	Please see section 6.2 Evaluation Criteria and Evaluation Point Allocation.
25		Can the vendor look at the evaluation worksheets prior to the cost proposal being opened?	No.
26		Will the vendor be notified of their Technical Proposal score prior to the Cost Proposal opening?	No.
27		Can used equipment be proposed or does all equipment need to be new and not refurbished?	See answer to question 2.
28		How will the State determine when the vendor can start billing?	For each order placed on this contract, the Office of Technology will issue a delivery order for the required contract items. Billing may not begin until after a letter of acceptance for the delivery order has been issued from the West Virginia Office of Technology to the awarded Vendor. The letter of acceptance dates will need to be mutually agreed upon by both the Agency and the Vendor. Prior to an acceptance of the service the following criteria must be met: (1.) successful testing of all components, validating full functionality (2.) contract item specifications met.
29	4.2.1.1.6	"Vendor should include the total number of racks needed for their solution". How can the vendor know how many racks of equipment will be needed when the State has not provided in the RFP any definite sizing for the applications to be migrated?	The State desires the Vendor to be efficient with infrastructure footprint. Vendor can describe the number of rack required to implement base level solutions.
30		Can the State provide a list of the applications (and their sizes and OS) being migrated and their priority as far as when they will be migrated?	See answer to Question 1



31		The RFP states that operating systems in production include Microsoft Windows Servers. What releases are being migrated and are Windows 2003 and Windows 2008 R2 included?	The State does not intend, however, does not restrict the right, to migrate legacy operating systems to the environment.
32		The RFP states that operating systems in production include HP-UX 11.31. Is this the DHHR FACTS environment?	See answer to Question 1
33		If this is the FACTS environment why is this included in this RFP?	See answer to Question 1
34		DHHR, Tax, DEP, Insurance and other agencies all have their own Data Centers. Are these Data Centers included within this RFP?	See answer to Question 1
35		If they are included, when will they be moving their applications to the Building 6000?	See answer to Question 1
36	4.2.4.1.1	The State reserves the right to move, change and or add additional Data Center locations. How much advance notice will the State provide the vendor when any of these events take place?	Excluding the initial data center infrastructure, projected to be installed in building 6000, the State will provide a minimum 180 day advance notice regarding additional, removal, or change of locations associated with the on-premise infrastructure. In the case of emergency situations, the 180 day notice may be waived at the discretion of the CTO.
37	4.2.4.2.3	What agencies will require HIPAA?	See answer to Question 1
38		Will any of these HIPPA agencies' applications be migrated to Building 6000 anytime soon?	See answer to Question 1
39	4.2.4.2.3	Can the State provide a map of the applications to be migrated with their respective security and privacy standards?	See answer to Question 1
40	4.2.4.4	What State Agencies will be included within this Backup?	At the discretion of Office of Technology and Purchasing, the potential exists for all locations of all Executive Branch agencies to be included in this system.

41		Will Tax, DHHR, DEP, Insurance and other agencies be included within the Backup requirements?	At the discretion of Office of Technology and Purchasing, the potential exists for all locations of all Executive Branch agencies to be included in this system.
42		What agencies are exempt from the WV IS&C overview?	At the discretion of Office of Technology and Purchasing, exemptions can vary depending upon the scope of the authority (technology & purchasing).
43		Is the WV State Police, WV Lottery, WV Department of Education included within this RFP?	WVOT does not intend to limit which agencies are eligible to leverage the services of this contract, however, it will be at the discretion of Office of Technology and Purchasing.
44		Is Disaster Recovery included within this RFP?	Disaster recovery is an aspect of this contract in that the State may exercise the option to implement on-premise infrastructure in a second data center to serve as a DR site.
45		What does the State have in place currently for Disaster Recovery?	See answer to Question 1
46		What agencies are included within the Disaster Recovery?	See answer to Question 1
47		Will those agencies' applications be migrated to Building 6000?	See answer to Question 1
48		Can clarification on how The Data Center 2.0 initiative of data center consolidation and the server virtualization goal aligns between 4.2.1.1.10.1: "Enhancing the State's ability to conduct data center consolidation" & 4.2.4.1.1 General Mandatories "The State of West Virginia reserves the right to move, change, or add additional Data Center locations" be given?	See answer to Question 44
49	4.2.1.2	How many state office physical locations with physical servers and data will/could be targeted for implementation of the 4.2.1.2 Enterprise Data Backup solution?	The potential exists for all location of all Executive Branch agencies to be included in this system.

50	4.2.4.4.1.2.2	Does section 4.2.4.4.1.2.2 require this to be two (2) state managed physical locations?	Yes, unless mutually agreed upon by the Vendor and the State.
51	4.2.1.3.6	<p>23) How many state office physical locations will/could be targeted for implementation of the 4.2.1.3.6 Infrastructure Operations Monitoring – Managed Services Scope?</p> <p>a. How many devices?</p> <p>b. What are the types of devices?</p> <p>c. Does this include public WiFi devices?</p>	Per the RFP, the State reserves the right to distribute monitoring on a case-by-case basis. For background informational purpose, there are over 1,816 device currently being monitored, which include servers, routers, switches, firewalls, WAPs, etc.
52	4.2.4.3.5	WVOT is describing the physical infrastructure that is the “Base Solution” but then uses terminology from virtual systems to describe the physical infrastructure. Will WVOT please correct the use of vCPU to CPU, so that this mandatory physical hardware requirement can be met.	The intent here is to obtain physical hardware that can be provisioned as virtual resources. It should read CPU for this spec.
53	4.2.4.3.5	Is it WVOT’s goal that all three Tiers should use the same Base Solution? The Tier definitions at 4.2.1.1.1.4, 4.2.1.1.1.5 and 4.2.1.1.1.6 indicate that each tier should be differentiated and yet only one Base Solution is described in 4.2.4.3.5 and no additional information on how to properly size the Tiers is provided. Will WVOT provide in detail the minimum compute and storage specification for each of the 3 tiers of service?	The State desires Vendors to leverage their experience in providing like solutions to public sector to propose a solution to achieve the outlined goals and objectives. The State provided minimum levels for each of the three tiers and outlined the primary business drivers. Additionally, the State left flexibility in the RFP to enable custom solution proposals.
54	4.2.4.3.5	Regarding the minimum Base Solution configuration, is WVOT describing a single compute node with 2 x 12C processors and 512GB of RAM as the compute capability for the Base Solution?	This would be minimum per node, yes.



55	4.2.4.3.6	Regarding the compute node expansion, it should be the same as the compute node installed in the Base Solution in 4.2.4.3.5, but it appears to be half of a compute node. Will WVOT please clarify the Base Solution compute node requirement and the expansion compute node requirement so that they are aligned properly? If there are 3 different Base Solutions (one per Tier), then will WVOT please describe all 3 compute expansion specifications in detail?	Specifications referenced in the questions are minimum levels. Vendors are free to adjust the sizing in their proposal as long as minimum levels are met.
56	4.2.4.4.1.2	Regarding the Data Back Up Solution, are the terabyte numbers stated in raw or usable capacity? What is the retention requirements for back up data for each tier? Do you need the ability to perform restores from back up at the DR site? We would need these answers to size the back-up solution correctly.	(1) terabyte numbers listed are usable capacity (2) Data backup retention requirements vary from case to case, reference the desirable specification 4.2.1.2.4. (3) The ability to perform restore from a DR site is not a mandatory requirement.
57	4.2.1.2.3	Is the WVOT expecting a CR (Cyber Recovery) Vault solution to provide the capability to protect against ransomware cyber-attacks?	Specification 4.2.1.2.3 is a desirable specification open to solution proposal.
58		Under Managed services, would you want this person on staff at your location full time? Or would this person be there to get the center up and running?	As noted in the pricing sheet (Appendix "A"), there are prices for both on-site and remote on-demand managed services. On-demand Managed Services will be used to augment state staff and timeframes will be determined by need.
59		What applications are you using?	See answer to Question 1
60		Are you set on the Data Center location at the location you provided? Can it be at a location on the east coast not provided by the state? Do you have another location for the backup solution?	The RFP enable the State flexibility in the selection of Data Center site(s). Also, see answer 8.

61	4.2.4.1.3	What are WVOT Policies on data destruction? Is WVOT willing to waive the data destruction requirement?	Data destruction, whether conducted by the State or the Vendor must adhere to applicable law, regulation, and/or policy. Data destruction can include data sanitization best practices. No, there is no waiver for data destruction requirements. WVOT Policies - <a href="https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx">https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx</a>
62		Will WV own the equipment, or will the provider own the equipment?	See specification 4.2.1.1.9
63		Would WV be open to a consulting led engagement that would allow us to collaborate with them to discover more information around the applications that are in use so that we can ensure the optimal solution is delivered? The applications may not be able to take advantage of elasticity and may require more traditional DC resources.	Consultation to determine which applications are best suited for the on-premise infrastructure will occur after the contract has been established. Applications will be reviewed on a case-by-case basis.
64		The RFP states that any solution needs to be able to fit into the target DC. Is there capacity information available for the target DC location and if not, would WV be open to a DC assessment?	See desirable specifications 4.2.1.1.4 through 4.2.1.1.8.
65		What is/are the vendors in the network?	Background information is provided in specification 4.1. Additional information regarding networking equipment includes, but not limited to- Cisco, Extreme, Aerohive, Palo Alto, and HP.
66		How many devices are in the network to the boundary edge?	To be determined based on the vendor's proposed design.
67		Are there diagrams for the current LAN environment?	Background information is provided in specification 4.1.
68		What are the firewalls in use?	Palo Alto devices for perimeter and site protection and managed via Panorama.

69		Which devices and versions?	Panorama 8.19hf to manage 10 Palo Alto 820s, two PA-850s, and four PA-5060s across the enterprise.
70		How many firewall devices at the DC location?	The State desires Vendors to leverage their experience in providing like solutions to public sector to propose a solution to achieve the outlined goals and objectives.
71		Is Network Proxy being used?	No
72		Which devices and versions?	See answer to question 65
73		How many proxy devices at the DC location?	None
74		Is VPN in use? Will it be needed?	Yes; Yes
75		Bandwidth needed for the environment?	Vendor will need to determine in their proposal.
76		Is SDN a possibility?	Yes
77		What are the data retention periods for backups?	Standard retention is 30 days. Extended retention is available to any agency, upon request and cost acceptance
78		There are three storage tiers defined. What is the I/O density (IOPS * block size / GB) for each tier? What are the availability requirements for each?	Vendor will need to determine in their proposal.
79		TB is defined as base10 but most storage systems report base2 (TiB). This yields a significant difference in capacity requirements. (Not sure if we should include this, but it can be a game changer.)	The definition of a terabyte, as it applies to this RFQ, is equal to 1,024 gigabytes, a gigabyte is equal to 1,024 megabytes, etc.
80		What types of applications are being used and what percentage of the environment do each of these represent?	See answer to Question 1
81		Many organizations are adopting a 0 RPO/RTO solution for their most critical applications. Is the state interested in such availability?	The State has provided desirables and minimum level mandatories and seeks solution proposals designed to meet goals and objectives.

82		If transitioning to a new backup solution, how long will the existing backups and supporting infrastructure need to be maintained? How is that cost managed?	OT maintains backups on old hardware until the retention period for the protected data exists on the new hardware or 30 days, whichever is shorter.
83	4.1	Per section 4.1, regarding DR, does the State of WV currently own/lease a DR data center or do we need to make this part of the bid?	Physical data center locations are not a service component of this RFP. Any proposals containing such services would be required to include all costs in the provided pricing sheet. Additions to the pricing sheet are not authorized.
84	4.1	Per section 4.1, are there any requirements regarding minimum physical distance between production and DR data centers?	See answer to Question 83
85	4.1	Per section 4.1, is there a shareable inventory of VMs including vCPU, memory, disk, network, and OS configuration? (e.g. RVTools export)	There is no mandatory requirement associated with this question.
86	4.1	Per section 4.1, is the goal to replace existing workloads (i.e. refresh current hardware) and provide expansion, or is the goal to just provide as-a-service pricing for expansion/replacement over time?	The State seeks to leverage this contract as a means to replace existing infrastructure and to support new applications designed for on-premise hosting.
87	4.2.2	Per section 4.2.2, of the ~780 VMs, ~620 physical servers, and ~750TB of consumed data, how do these resources break out across the 3 tiers? (in other words, how much data is in tier 0 vs tier 1 vs tier 2? Same for CPU/memory/VMs/hosts)	The State estimates the tiering breakdown to be roughly 20% Tier 0, 60% Tier 1, 20% Tier 2.
88	4.2.2.4	Per section 4.2.2.4, Tier base, 3rd bullet point - need clarification regarding "the base line item can be leveraged by the state to implement the offsite data backup and/or DR capability of the associated tier". Unsure what this means, can be interpreted as the tier base is the cost for DR infrastructure provided as-a-service or that the base tier cost should be the same regardless of use for production or DR. Can WV please elaborate on what this means?	The latter. The State desires Vendor's to design the tier base for Tier 1 and 2 to potentially be leveraged as the base infrastructure for a DR site location.



89	4.2.2.8	Per section 4.2.2.8, First bullet - can we get a list of applications? Difficult to explain how the solution will support a myriad of applications if we do not know what applications are in use.	See answer to Question 1
90	4.2.5.10.2.3	Per section 4.2.5.10.2.3, does WV have a list of assets by agency to use for billing purposes?	Vendor is directed to RFP addendums to ensure they are working from the latest version of the RFP. The most current version does not include a specification 4.2.5
91	4.2.5.10.2.3	Per section 4.2.5.10.2.3, how does WV envision requesting new resources? Will WV request infrastructure or will agencies request directly?	See answer to Question 90
92	4.2.5.11.2	Per section 4.2.5.11.2, does WV require a self-service portal for requests that will be orchestrated upon approval or is the goal to simply streamline service provisioning? Either way, what is the desired SLA for requests? (i.e. maximum time from request to full provisioning)	See answer to Question 90
93	4.2.5.13.1-2	Per section 4.2.5.13.1-2, application consultants require the development of computer programs. What specific development skills/technology experience is required for these roles?	See answer to Question 90
94	4.2.5.13.14	Per section 4.2.5.13.14, please describe the mainframe details specific to the mainframe SI role (e.g. OS type, hardware platform, etc.)	See answer to Question 90
95	4.2.5.14	Per section 4.2.5.14, are there any application specific monitoring requirements? (e.g. solution should be able to intelligently monitor MS SQL server)	See answer to Question 90
96	4.2.6.19	Per section 4.2.6.19, access to ticketing system - is this permanent or for transition purposes?	See answer to Question 90
97	4.2.6.8	Per section 4.2.6.8, base tier host requirement - looks like a hypervisor. What about physical servers? There seems to be no tier option or expansion option to account for physical servers. Does that mean everything will be virtual machines?	See answer to Question 90

98	4.2.6.8	Per section 4.2.6.8, performance vs volume storage - the minimum required storage per expansion node does not appear to align w/ overall storage requirements. Is the requirement for 500GB of perf and 1TB of volume storage per host refer to local storage on the hosts or a per-node expansion of storage on shared storage systems? (assuming nodes do not leverage a solution that utilizes local storage to provide a shared storage cluster)	See answer to Question 90
99	4.2.6.9	Per section 4.2.6.9, does this refer to a hypervisor node or any node (physical or hypervisor)?	See answer to Question 90
100		In regards to financial ownership of the infrastructure, will the State of WV maintain ownership or is it expected that the awarded vendor will have ownership?	See specification 4.2.1.1.9
101		Who is responsible for the insurance and payout of the infrastructure?	The infrastructure will be covered by the State's insurance provided through the state agency BRIM
102		What are the data retention periods for backups?	See answer to Question 77
103		There are three storage tiers defined. What are the IOPS requirements or what is the I/O density (IOPS * block size / GB) for each tier?	See answer to Question 78
104		What are the availability requirements for each tier?	See answer to Question 78
105		Are there known percentages, or estimates of the percentage of the environment used by various application types? Can you provide that information?	See answer to Question 87
106		If transitioning to a new backup solution, how long will the existing backups and supporting infrastructure need to be maintained? (IE backups that need to be maintained for 3 years) How is that cost managed?	See answer to Question 82
107		Under Managed service, would you want this person on staff at your location full time? Or would this person be there to get the center up and running?	See answer to Question 58
108		What applications are you using? (This came up earlier this week, not sure if it still matters) (Howard what are your thoughts?)	See answer to Question 1
109		Are you set on the Data Center location at the location you provided? Can it be at a location on the east coast not provided by the state?	See answer to Question 60

110	4.2.4.3.5	Do you intend the Performance (500GB) and Volume (1TB) storage to be inside the server itself, or accessible via the Ethernet or Fibre Channel network(s)?	Vendor will need to determine in their proposal.
111	4.2.4.3.7	Storage requirements are stated in GB. Did you mean TB?	Yes, please see revised specification 4.2.4.3.7
112	4.1	What is the total CPU utilization of existing compute?	Physical - total cores 2377 / total proc-581 Virtual - total Mhz - 1.13 THz in use - 142.41
113	4.1	What is the total RAM utilization of existing compute?	Physical - total RAM 9.98TB Virtual - total 9.03 TB / in use 4.98 TB
114	4.1	What vCPU:pCPU ratio do you feel comfortable with? For example, some customers feel comfortable oversubscribing a physical core 3:1 (3 vCPU per physical core) and some feel comfortable with a 6:1 ratio.	Vendor will need to determine in their proposal.
115	4.1	Of the existing 620 physical servers, how many do you intend to remain bare metal (that is, operating systems not to be virtualized)?	The goal of consolidation for cost efficiencies will drive for virtualization of bare metal servers where the business case supports virtualization. In some situations a bare metal server may be the best solution. The State estimates 60% of the bare metal servers will be virtualized.

116	4.1	Of those servers that will remain bare metal, do you intend the workloads to run on servers providing specifications in section 4.2.4.3.5 (that is, 24 vCPU and 512 GB RAM)? If not, do you have a list of required specifications for each physical server?	Physical, bare-metal, servers are outside of the scope of the intended services of this procurement.
117	4.1	Is it expected that respondents are to recommend the number of virtual machines per physical host? Or do you have a standard for the number of VMs per server?	This can vary depending upon the information system/application in question. Such determinations will be made on a case-by-case basis during the use of the contract.
118	4.2.1.1.1.6	Please clarify the RPO and RTO objectives. In particular, in the bullet points under Tier Level 2, on "critical data backup requirements" do you need RPO = 1 hour and RTO = 15 minutes, and on "critical disaster recovery objectives" do you need RPO = 4 hours and RTO = 2 hours?	The items in questions are included as desirable specifications, not mandatory. The State seeks proposals designed to achieve the goals and objectives outlined.
119	4.2.1.1.1.4-6	How many workloads will be running at each of the tiers (Tier Levels 0-2)?	See answer to Question 87.
120		Concerning your total terabytes of primary application data, how much front-end data needs to be backed up?	All data that cannot be recovered easily (operating systems, COTS applications) will be protected. This includes, but is not limited to, application data, user data, configurations, and any other information unique to a workload.
121		Concerning your total terabytes of primary application data, what type of retention schedule do you require for on-premise versus cloud/tape backups?	Standard retention is 30 days. Extended retention is available to any agency, upon request and cost acceptance
122		Concerning the total terabytes of backup data, how much backup data do you currently store on your existing EMC storage infrastructure?	The current combined deduplicated, compressed backup footprint on our backup platforms is approximately 169TB
123		What is your total terabyte of NAS data for both backup and/or Direct NAS access?	Only the NAS in the Data Center is in scope at this time. There is currently 65 TB allocated to it.



124		Regarding the total terabyte capacity of your database dumps (if backing up via DB dumps), what retention schedule is required for DB backups?	Standard retention is 30 days. Extended retention is available to any agency, upon request and cost acceptance
125		What is the breakdown of data per site (i.e. what is the site breakdown of multiple data centers contributing to the 1.3 PB of total storage)?	Background information is provided in specification 4.1
126		Will all backup and NAS data be replicated to multiple media (e.g. a second physical site, public cloud, or a service provider's network)?	WVOT seeks to provide secondary data backup location services to agencies whose data protection requirements justify the investment.
127		What are the specific data retention policies as to data type?	Standard retention is 30 days. Extended retention is available to any agency, upon request and cost acceptance
128		Other than the operating systems listed, are there any specific backup features requested?	The possibility of bare metal, point-in-time, virtual machine level and NDMP should be available, as need arises.
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Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 — Info Technology

Proc Folder: 655755

Doc Description: Addendum 9-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-16	2020-04-03 13:30:00	CRFP 0231 OOT2000000001	10

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No.09

The purpose of this Addendum is to extend the Bid Opening Date to 4/03/2020, bid opening time remains at 1:30 PM (EDT) per the request of the vendor community.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	19-12-06
2	Technical Question Deadline at 12:00 PM (EST)	19-12-13
3	2nd Technical Question Deadline at 9:00 AM (EST)	19-02-04
4	Please see revised specifications and Pricing Page	19-02-26

**SOLICITATION NUMBER:** CRFP OOT2000000001

**Addendum Number:**

**No.09**

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. The purpose of this addendum is to extend the bid opening date to 4/03/2020 at 1:30 PM (EDT).

No additional changes.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.



Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

State of West Virginia  
Request for Proposal  
21 — Info Technology

Proc Folder: 655755

Doc Description: Addendum 10-Data Center 2.0 RFP (OT20023)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-03-20	2020-04-10 13:30:00	CRFP 0231 OOT2000000001	11

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV 25305

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

Addendum No.10

The purpose of this Addendum is to extend the Bid Opening Date to 4/10/2020, bid opening time remains at 1:30 PM (EDT) per the request of the vendor community.

\*\*\* Please note electronic responses to this solicitation via wvOasis have been prohibited. You must submit your proposal via hard copy prior to the bid opening date and time.

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Data Center 2.0	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81110000			

**Extended Description :**

Data Center 2.0 pricing per Exhibit A pricing page total.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory PreBid Conference at 1:00 PM (EST)	19-12-06
2	Technical Question Deadline at 12:00 PM (EST)	19-12-13
3	2nd Technical Question Deadline at 9:00 AM (EST)	20-02-04
4	Please see revised specifications and Pricing page	20-02-26



WV Office of Technology  
On-Premise Infrastructure

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# WV Office of Technology

## On-Premise Infrastructure

### SECTION 1: GENERAL INFORMATION

#### 1.1 Introduction

The West Virginia Department of Administration, Purchasing Division (hereinafter referred to as the “Purchasing Division”) is issuing this solicitation as a request for proposal (“RFP”), as authorized by W. Va. Code §5A-3-10b, for the West Virginia Office of Technology (hereinafter referred to as the “Agency”) to establish an on-premise infrastructure, enterprise data backup, and infrastructure monitoring contract.

The State of West Virginia requires an on-premise infrastructure contract to provide enterprise-class hardware, enterprise data backup capability, infrastructure operations monitoring capability, and on-demand professional services.

The RFP is a procurement method in which Vendor’s submit proposals in response to the request for proposal published by the Purchasing Division. It requires an award to the highest scoring vendor, rather than the lowest cost vendor, based upon a technical evaluation of the Vendor’s technical proposal and a cost evaluation. This is referred to as a best value procurement. Through their proposals, Vendor’s offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

#### **RFP Schedule of Events:**

RFP Released to Public.....	11/19/2019
Mandatory Pre-bid Conference.....	12/06/2019
1 <sup>st</sup> Vendor’s Written Questions Submission Deadline .....	12/13/2019
Addendum No. 01 Issued.....	11/26/2019
Addendum No. 02 Issued.....	12/05/2019
Addendum No. 03 Issued.....	12/06/2019
Addendum No. 04 Issued.....	12/17/2019
Addendum No.05 Issued.....	12/26/2019
Addendum No. 06 Issued.....	01/21/2020
2 <sup>nd</sup> Technical Question Deadline.....	02/04/2020
Bid Opening Date .....	02/26/2020
Technical Evaluation Begins.....	TBD
Oral Presentation ( <i>Agency Option</i> ).....	TBD
Cost Bid Opening.....	TBD
Cost Evaluation Begins.....	TBD
Contract Award Made.....	TBD

Revised 01/21/2020 via Addendum No. 06



# WV Office of Technology

## On-Premise Infrastructure

### Section 3A: Additional Definitions: (Supplement to Item 2 of the General Terms and Conditions)

The terms listed below shall have the meanings assigned to them as defined below.

- 3.1 **“Co-location”** means any physical data center either owned, operated or leased by the State of West Virginia for the express use of housing computer equipment (including servers, networking equipment, etc.) used for providing computing services to various West Virginia state agencies
- 3.2 **“Converged Infrastructure”** sometimes known as converged architecture, is an approach to data center management that packages compute, networking, servers, storage and virtualization tools on a prequalified turnkey appliance. Converged systems include a toolkit of management software.
- 3.3 **“Device”** means any component virtual or physical providing an infrastructure related service to include but not limited to servers, routers, switches, firewalls.
- 3.4 **“Enterprise”** means the collective departments, agencies and boards within state government that provide services to citizens and other state entities.
- 3.5 **“Enterprise-class”** includes telecommunications systems such as large-scale network equipment, telephone systems, and SIP devices. It also includes server farms and infrastructure used for cloud computing.
- 3.6 **“GB”** means “Gigabyte”, a unit of measurement that is equal to 1000 Megabytes
- 3.7 **“Hybrid data center”** means combining your existing data center (private cloud) resources, over which you have complete control, with ready-made IT infrastructure resources (e.g., compute, networking, storage, applications and services) that provide bursting and scaling capabilities as needed to accomplish the goals of the organization
- 3.8 **“Hyper-Converged Infrastructure (HCI)”** is a software-defined IT infrastructure that virtualizes all of the elements of conventional "hardware-defined" systems. HCI includes, at a minimum, virtualized computing (a hypervisor), a virtual SAN (vSAN) (software-defined storage) and virtualized networking (software-defined networking). HCI typically runs on commercial off-the-shelf (COTS) servers.
- 3.9 **“Information custodian”** means a department, agency or person who owns accountability for a set of data assets.
- 3.10 **“LAN”** means Local Area Network, a network that is limited to a specific area, such as a home, office, or campus.
- 3.11 **“PB”** means “Petabyte”, a unit of measurement that is equal to 1000 Terabytes

## WV Office of Technology

### On-Premise Infrastructure

- 3.12 “Performance Storage”** means storage that is designed to address the business and technical requirements when data retrieval is the primary driver
- 3.13 “Physical Server”** means a server that is not part of the virtualization server and can stand alone in the data center with no outside needs (SAN fabric, etc.).
- 3.14 “Plan of action and milestones”** means a remedial plan, or the process of accepting or resolving risk, which helps the information custodian to identify and assess information system security and privacy weaknesses, set priorities and monitor progress toward mitigating the weaknesses.
- 3.15 “RPO”** means Recovery Point Objective. It is the maximum targeted period in which data (transactions) might be lost from an IT service due to a major incident.
- 3.16 “RTO”** means Recovery time objective (RTO) and is the maximum desired length of time allowed between an unexpected failure or disaster and the resumption of normal operations and service levels. The RTO defines the point in time after a failure or disaster at which the consequences of the interruption become unacceptable. This is limited to the scope and services within this contract. The State will be responsible for all building infrastructure associated with the scope of this contract.
- 3.17 “Security controls”** means safeguards or countermeasures to avoid, detect, counteract or minimize security risks to physical property, information, computer systems or other assets.
- 3.18 “Server”** means a computer that provides data to other computers. It may serve data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet.
- 3.19 “TB”** means “Terabyte”, a unit of measurement that is equal to 1000 Gigabytes.
- 3.20 “vCPU”** stands for virtual central processing unit. One or more vCPUs are assigned to every Virtual Machine (VM) within an environment.
- 3.21 “Virtual Server/Machine”** means an emulated computer system (commonly called a “VM”) created using software. It uses physical system resources, such as the CPU, RAM, and disk storage, but is isolated from other software on the computer. It can easily be created, modified, or destroyed without affecting the host computer.
- 3.22 “Virtualization Server”** is a virtualization technique that involves partitioning a physical server into several small, virtual servers with the help of virtualization software. In server virtualization, each virtual server runs multiple operating system instances at the same time.
- 3.23 “Volume Storage”** means storage that is designed to address the business and technical requirements when data volume is the primary driver.

## WV Office of Technology

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- 3.24 “x86 Computer”** means a computer, (either physical or virtual), running with an Intel Corporation 80X86 microprocessor. This term does not include any mainframe equipment that may or may not be a part of this RFP.
- 3.25 “SMS”** means Short Message Service, also known as text messaging. SMS is used to send text messages to mobile phones. The messages can typically be up to 160 characters in length. SMS can also notify employees of sales inquiries, service stops, and other information pertinent to their business
- 3.26 “WVOT”** means the West Virginia Office of Technology

# WV Office of Technology

## On-Premise Infrastructure

### SECTION 4: PROJECT SPECIFICATIONS

- 4.1 Background and Current Operating Environment:** The West Virginia Office of Technology, under the West Virginia Department of Administration, and its Chief Technology Officer (CTO), sets goals to develop an organized approach to information resource management for the State, while providing technical assistance to State entities in the design and management of information systems.

The State of West Virginia's strategic technology goals (digital government, technology optimization & value, enterprise services, and cybersecurity) interrelate to the strategic initiative known as Data Center 2.0. The Data Center 2.0 initiative strives to accomplish the following:

- Establish a centralized on-premise infrastructure contract enabling the WVOT to support a myriad of applications in a multitenant environment.
- Leverage a co-location model to ensure the cybersecurity, privacy, redundancy, and resiliency standards of the State data center locations adhere to acceptable levels;
- Drive data center consolidation and the server virtualization;
- Improve the cybersecurity and privacy posture of the State infrastructure leveraging a risk and compliance-based model;
- Through a centralized, managed enterprise contract, the on-premise infrastructure can be expanded or contracted (technology infrastructure acquisitions, allocation, and provisioning), greatly improving the time to deploy or retract resources, in support of technology projects and initiatives;
- Reduce financial overhead expense and cyber risk in the maintenance and management of multiple on-premise infrastructures with aged and in some cases unsupported infrastructure; and
- Set the stage for a hybrid data center architecture, ensuring proper design and implementation to support leveraging cloud resources for the greatest return on investment for cloud-appropriate workloads.

WVOT provides highly reliable, protected, and cost-effective technology services to approximately 25,000 computers and 20,000 network users. Services are delivered by approximately 200 full-time and temporary employees and supplemented by specialized contract services and staff on an as-needed basis. There are approximately 210 entities total within the executive branch where services are provided. Funding for the Office of Technology is derived from a fee for services model.

## WV Office of Technology

### On-Premise Infrastructure

Current Data Center Infrastructure Summary: WVOT's current server and storage environment consists of approximately 1400 servers with 1.3PB of total storage, of which approximately 750TB is in use. This storage feeds approximately 780 virtualized servers with the rest being physical servers. We currently use the VMware vSphere 6.7 platform for our virtualization environment.

The operating systems in production include Microsoft Windows Servers, HP-UX 11.31, AIX 5.3 through 6.1, and Red Hat Enterprise Linux (RHEL) 5 through 6.

The current storage environment consists predominantly of EMC and NetApp storage arrays including VNX 5400, VNX 5200, VNXe 3150, VMAX, etc.

Most of the equipment in the current data center is reaching capacity or end of life status (or both). The current data center space is also limited in terms of physical space, power, and cooling. WVOT is looking to replace these disparate units/services with a single enterprise-class, fully integrated infrastructure. We are expecting to grow approximately 5% - 7% in capacity and/or services year over year during the lifetime of this contract

Current Enterprise Backup Service Summary: WVOT provides an enterprise backup service to supported executive branch agencies.

- EMC IDPA with Data Domain
- DDBoost and Avamar
- EMC Avamar (handles 70% of the total backup load)
- IBM Tivoli

Current Infrastructure Operations Monitoring Summary: WVOT maintains a limited infrastructure operation monitoring capability.

- Capability is stretched across various tools, across the different IT support functions providing a limited operational monitoring capability.
- Tools: Solarwinds & What's Up Gold

*Note the State's strategy is to continually seek cost optimization and modernization in technology management, which could include leveraging a multi-source integrator model (MSI).*



## WV Office of Technology

### On-Premise Infrastructure

- 4.2 Project Goals and Mandatory Requirements:** The purpose of this RFP is to establish a contract for on-premise data center infrastructure capable of scalability, flexibility, and elasticity. The RFP defines the service expectations and services scope. Vendor's are highly encouraged to review the entire RFP to ensure proper scoping in their proposal. Vendor should provide its approach and methodology to providing the solution or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches, outline project deliverables, and provide supporting documentation.

**NOTE:** If, as part of its proposal, the Vendor submits appendices or other supplemental materials, the Vendor should denote specifically in those materials where the relevant information is located.

- 4.2.1 Goals and Objectives – On-Premise Infrastructure –** The primary goal of this solicitation is to establish on-premise infrastructure contract to enable WVOT to provide virtualized x86 computer and storage resources to executive branch agencies who fall under the purview of the West Virginia Office of Technology (WVOT). The solution should be designed with the capability to expand and shrink the physical infrastructure and associated operational expense, under a scalable infrastructure architecture. There are four (4) components to this RFP; On-Premise Infrastructure, Enterprise Data Backup, Infrastructure Operations Monitoring and On-Demand Professional Services. The overarching goals for each component are outlined below.

#### **4.2.1.1 On-Premise Infrastructure:**

- 4.2.1.1.1 Tiered Solution.** The State seeks a tiered pricing model for the proposed infrastructure solution. The tiering delineation is established by business objectives.

Each solution tier should be designed to leverage a three (3) line item structure as outlined below. Please also see mandatory minimum specifications for below tiers and expansions in sections 4.2.4.3.5, 4.2.4.3.6, and 4.2.4.3.7.

##### **4.2.1.1.1.1 Tier Base**

The base line item is intended to provide the complete solution of the associated tier solutions at one (1) data center location.

The base line item can also be leveraged by the state to implement an offsite data backup and/or disaster recovery capability of the associated tier.

The base line item should include all required components (hardware, software, middleware, equipment, networking, licensing, support, implementation & firmware management services) to successfully operate the associated tiers.

## WV Office of Technology

### On-Premise Infrastructure

#### 4.2.1.1.1.2 Tier Node Expansion

The tier node expansion line item provides the ability to expand or contract the processing capability (cores & volatile memory) of an existing base solution of the same tier.

#### 4.2.1.1.1.3 Tier Storage Expansion

The tier storage expansion line item provides the ability to expand or contract the storage capability of an existing base solution of the same tier. Multiple storage types can be provided as options but should be scoped/sized to align to the single, per tier, line item pricing.

#### 4.2.1.1.1.4 Tier Level: 0

Tier Type: Limited Performance Tier

Primary Business Driver: Cost

Tier Goals: Tier 0 is the intended service:

- When lowest cost operational expense is the primary business driver.
- For hosting non-critical (deferrable services) applications with reduced performance requirements.
- For applications with limited backup requirements.
- For applications with limited to no disaster recovery objectives.
- When best-effort hardware service support levels are acceptable.

#### 4.2.1.1.1.5 Tier Level: 1

Tier Type: Balanced Performance Tier

Primary Business Driver: Balanced combination between cost and performance

Tier Goals: Tier 1 is the intended service:

- For hosting both deferrable and important applications with standard performance capabilities requirements.
- For applications with standard data backup requirements.
  - Deferrable services: twelve (12) hours RPO
  - Important services: one (1) hour RPO
- For applications with standard disaster recovery objectives.
  - Deferrable services: twelve (12) hours RTO

## WV Office of Technology

### On-Premise Infrastructure

- Important services: four (4) hours RTO
- When standard hardware service support levels are acceptable.

#### 4.2.1.1.1.6 Tier Level: 2

Tier Type: High Performance Tier

Primary Business Driver: High performance/Disaster Recovery

Tier Goals: Tier 2 is the intended service:

- For hosting both important and critical applications with high performance capabilities requirements.
- For applications with critical data backup requirements.
  - Important services RPO of approximately one (1) hour
  - Critical services RPO of less than 15 minutes
- For applications with critical disaster recovery objectives.
  - Important services RTO less than four (4) hours
  - Critical services RTO of less than two (2) hours
- When premium hardware service support levels are required.

**4.2.1.1.2 Managed Services Scope.** The managed-services scope of the on-premise infrastructure is specifically limited to the infrastructure provided under this contract. The State's existing infrastructure is not included within the scope of the managed services scoping goals described below:

**4.2.1.1.2.1 Physical Layer:** services and support of the physical layer of the provided infrastructure.

**4.2.1.1.2.2 Firmware Layer:** services and support of the firmware layer of the provided infrastructure.

**4.2.1.1.2.3 Licensing & Hardware Support:** licensing relating to the support of the physical infrastructure, ensuring equipment is properly supported by the provider.

**4.2.1.1.2.4** The following aspects of services are NOT included in the scope: operating system, virtualization, software, and applications serviced and supported by WVOT.

#### 4.2.1.1.3 Network Infrastructure.

**4.2.1.1.3.1** Vendor should provide all components necessary to physically interconnect and enable logical interconnection of the infrastructure to the boundary edge of the provided infrastructure.



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**4.2.1.1.3.2** WVOT has a separate contract with other providers to procure hardware, software and services to provide network infrastructure connectivity from the edge of the on-premise infrastructure solution(s) to the internal state network, and therefore are NOT included within the scope of this contract.

**4.2.1.1.3.3** Data transport services, as it pertains to MPLS, site-to-site, and cloud interconnect connections are NOT included in the scope of the solution.

**4.2.1.1.4 Architecture and Design.** Vendor's solution architecture should be designed to have accommodate future growth without requiring a major redesign during the contract.

**4.2.1.1.5 Physical Data Center Locations.** The scope of the contract is to provide the on-premise infrastructure for on-premise data center location(s) within the State of West Virginia or any location on the United States East Coast. The data center locations are outside the scope of this contract and will be managed by the State or through a separate contract. The initial location for physical equipment provided through this contract is intended to be *West Virginia Regional Technology Park, 2020 Union Carbide Drive, Building 6000, South Charleston, Kanawha County, West Virginia, USA*

**4.2.1.1.6 Data Center Footprint.** Any solution proposed by the Vendor should make use of the smallest footprint (e.g. rack space) possible. WVOT has a finite number of racks in the initial lease of our data center space and making efficient use of the racks is going to be a factor in our award decision. Vendor should include the total number of racks needed for their solution in the response to this RFP. WVOT's co-located lease defines the rack size requirements to be a standard 42U (either 2-post or 4-post) rack.

**4.2.1.1.7 Rack Specifications.** Vendor's racks used for their solution should have dual power distribution feeds that are connected to separate US standard 220V 30A twist-lock receptacles (L630P plugs should be needed to mate to L630R receptacles) at the data center location. All equipment should have redundant power supplies that can absorb the entire electrical load for that piece of equipment should one fail. Vendor should install power and network connectivity from the bottom of the rack to the top of the rack using standard methods for ensuring the wiring within the rack is kept neat and organized.

**4.2.1.1.8 Physical Cabinets Access Control.** Vendor's solution should address physical security controls as it relates to cabinets. Vendor should provide documentation on how their proposed physical cabinet solution is auditable with respect to security controls.

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**4.2.1.1.9 Infrastructure Ownership.** The State does not stipulate the solution model as it pertains to the ownership of the on-premise infrastructure provided by the vendor. The vendor should describe the concept of ownership within their proposal and explain how the model supports the goals and objectives of this solicitation.

**4.2.1.1.10 On-Premise Infrastructure Proposal.** Vendor should provide documentation outlining how their solution helps the State achieve the goals and objectives outlined in this RFP for on-premise infrastructure. In addition, the documentation should specifically seek to address the following:

**4.2.1.1.10.1** Enhancing the State's ability to conduct data center consolidation.

**4.2.1.1.10.2** Enabling opportunity to address the various business drivers, while seeking cost efficiencies and optimization.

**4.2.1.1.10.3** Enabling agility and flexibility in data center resources.

**4.2.1.1.10.4** For each tier, provide a comprehensive outline of the technical specifications of their solution.

**4.2.1.1.10.5** Explain how the performance storage is designed to address data retrieval as the primary driver.

**4.2.1.1.10.6** Explain how volume storage is designed to address data volume as the primary driver.

**4.2.1.1.10.7** Explain how your storage offerings are specifically designed to balance performance and cost efficiencies.

**4.2.1.2 Enterprise Data Backup.** The State seeks an enterprise data backup solution for this contract. The following specifications provide the goals and services included in this solicitation:

**4.2.1.2.1** Vendor's proposed solution should include applicable, supported hardware, software, middleware, technical dependencies and managed services (as scoped) to enable an enterprise data backup capability.

**4.2.1.2.2** The solution should be capable of providing industry best practices in enterprise data backup capabilities.

**4.2.1.2.3** The solution should include capabilities designed to provide enhanced cybersecurity protection, such as protection against ransomware cyber-attacks.

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**4.2.1.2.4** The solution should include capabilities designed to enable cost efficiencies in data storage requirements.

**4.2.1.2.5 Transition Timeline:** The vendor should be capable of implementing a transition from the existing enterprise data backup to the Vendor's solutions within sixty (60) days of the contract award.

**4.2.1.2.6 Transition Plan:** A transition plan should be provided to the State for approval that outlines the transition from the existing enterprise backup to the Vendor's solution. This should be accomplished within thirty (30) days of contract award.

**4.2.1.2.7 Managed Services Scope:** The enterprise data backup scope is NOT limited to the data located on infrastructure provided under this contract. The State seeks to leverage this component of the contract to backup data in both the provided infrastructure and existing, state-owned, on-premise infrastructure requiring data backup. The solution should include the following:

- Physical Layer: Services and support of the physical layer of the Enterprise Data Backup & Protection Service.
- Firmware Layer: Services and support of the firmware layer of the Enterprise Data Backup & Protection Service.
- Application Layer: License(s), services, and support for installation, configuration, documentation, training, and operational hand-off to the State of an enterprise-class data backup capability.

**4.2.1.2.8 Enterprise Data Backup Proposal.** Vendor should provide documentation outlining how their solution helps the State achieve the goals and objectives outlined in this RFP for enterprise data backup. In addition, the documentation should specifically seek to address the following:

**4.2.1.2.8.1** The Vendor's ability to quickly transition from the existing solution to their proposed solution.

**4.2.1.2.8.2** How the Vendor's solution provides industry best practices in data protection.

**4.2.1.2.8.3** How the Vendor's solution provides cost-effective data backup enabling an adherence to compliance requirements.

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4.2.1.2.8.4 How the Vendor's solution provides flexible capability enabling cost optimization.

**4.2.1.3 Infrastructure Operations Monitoring.** The State seeks an infrastructure operation monitoring solution for this contract. The following specifications outline the goals and services for infrastructure operations monitoring:

4.2.1.3.1 Vendor's proposed solution should provide supported hardware, software, middleware, technical dependencies and/or managed services (where applicable) to enable network and system monitoring that is accessible to both the State and the Vendor.

4.2.1.3.2 Vendor's system should have the ability to monitor any system (including but not limited to physical servers, virtual servers, storage arrays, databases) and/or any network equipment (including but not limited to switches, routers, etc.).

4.2.1.3.3 The monitoring system should be able to create and respond to alerts by notification of appropriate persons via Email, SMS, or other such means when set thresholds are exceeded. The system should also be able to do basic remediation (e.g. restart services based on triggers).

4.2.1.3.4 System should also be able to produce automated reports on a set schedule or on demand about all nodes that are under monitoring. These reports should indicate the health of the system(s).

4.2.1.3.5 Vendor should explain how their proposed monitoring service is both cost effective and uses the least amount of system resources to provide monitoring and supporting the infrastructure.

**4.2.1.3.6 Managed Services Scope:** The infrastructure operations monitoring scope is NOT limited to the infrastructure provided under the contract. The State seeks to leverage this component of the contract operationally monitoring both the provided infrastructure as part of this contract and for existing, state-owned, on-premise infrastructure, where needed. The solution should include the following:

- Physical Layer: services and support of the physical layer of the infrastructure operations monitoring.
- Firmware Layer: services and support of the firmware layer of the Infrastructure Monitoring & Management Service.

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- Application Layer: license(s), services, and support to install, configure, document, training, and operational hand-off to the State of an enterprise-class infrastructure monitoring tool.

**4.2.1.3.7 Infrastructure Operations Monitoring:** Vendor should provide documentation outlining how their solution helps the State achieve the goals and objectives outlined in this RFP for infrastructure operations monitoring. In addition, the documentation should specifically seek to address the following:

**4.2.1.3.7.1** How the Vendor's solution provides industry best practices in infrastructure management.

**4.2.1.3.7.2** How the Vendor's solution has been scoped and balanced to provide critical capabilities of infrastructure management, while considering cost control.

**4.2.1.3.7.3** How the Vendor's solution provides flexibility in its implementation, enabling the State to maintain visibility on critical resources, but not requiring the capability for resources where the primary business driver is cost.

**4.2.1.4 On-Demand Professional Services.** Vendor should be capable of providing technical professional services, on an as needed basis.

**4.2.1.4.1** The State seeks to leverage a statement of work model in utilizing the on-demand professional services.

**4.2.1.4.2** The State may leverage these on-demand professional services to perform various technology support functions related to this contract. Those functions could include, but are not limited to, staff augmentation, project work requiring specialization, server provisioning, and application migration.

**4.2.1.4.3 Professional Services Definitions.**

**4.2.1.4.3.1 Application Migration Specialist.** Ability to conduct application and system analysis for the evaluation of application migration. Ability to provide application dependency mapping and documented migration proposal plans. At least seven (7) years of experience. Bachelor's Degree or equivalent work experience.

**4.2.1.4.3.2 Data Backup and Disaster Recovery Specialist.** Ability to design, maintain and audit backup solutions including achievement of RPO and RTO requirements. Ability to design, maintain and test of disaster recovery capabilities of data center infrastructure. Ability to maintain



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documentation and processes related to DR and building test plans for DR test scenarios. At least seven (7) years of experience. Bachelor's Degree or equivalent work experience.

**4.2.1.4.3.3 Data Migration Specialist.** Ability to conduct system, data, and operations analysis, requirements and systems development analysis and design. Able to apply formal, established engineering and management principles to specifications and documentation of systems developed, with an emphasis on business process identification, mapping, and analysis. Can formulate, defines, validates, and documents system scope and objectives, user requirements or stories, system use cases, business process workflows, enterprise architectures, system specifications and design based on user needs and specifications, research, and fact-finding. At least seven (7) years of experience. Bachelor's Degree or equivalent work experience.

**4.2.1.4.3.4 Database Specialist.** Ability to plan and coordinate the development of data structures and access strategies in alignment with business and mission requirements. Knowledge of and ability to monitor databases and to analyze and organize data and apply new technology designs and programs. At least seven (7) years of experience. Bachelor's Degree or equivalent work experience.

**4.2.1.4.3.5 Project Manager.** Ability to manage all aspects of a technology project while applying best practice PM processes. At least five (5) years of experience. Bachelor's Degree or equivalent work experience.

**4.2.1.4.3.6 Storage Specialist.** Ability to provide system engineering & systems architecture support for enterprise class storage systems. Knowledge of Storage array, SAN network and Infrastructure systems trouble shooting experience. At least seven (7) years of experience. Bachelor's Degree or equivalent work experience.

**4.2.1.4.3.7 System Administrator Specialist.** Ability to design, configure, maintain, and test application servers. At least seven (7) years of experience. Bachelor's Degree or equivalent work experience.

**4.2.1.4.3.8 Technical Writer.** Ability in writing technical documentation to include framework documents, operating instructions, how-to manuals, and assembly instructions to help technical support staff, consumers, and other users understand complex technical systems. At least four (4) years of experience. Bachelor's degree or equivalent work experience.

**4.2.1.4.4 On-Demand Professional Services Proposal.** Vendor should provide documentation outlining how their solution helps the State achieve the goals

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and objectives outlined in this RFP for on-demand professional services. In addition, the documentation should specifically seek to address the following:

4.2.1.4.4.1 How the Vendor's solution enables the Statement of Work (SOW) model to identify, scope and define deliverables in the drafting of the SOW.

**4.2.2 Solution Support Documentation** - Vendor should agree to create planning documents outlining all necessary elements of solution management that should be updated continuously during the lifetime of the contract.

4.2.2.1 Vendor's proposal should provide an example of a similar government-owned or managed implementation plan outlining key objectives, dependencies, and timeline for the initial design and implementation of the service. Vendor should, no later than 30 days post-award, submit to WVOT an implementation plan for approval.

4.2.2.2 Vendor's proposal should provide an example of a guide for on-going operations outlining key objectives, dependencies, and timeline for the on-going management and maintenance of the solution. Vendor should, no later than 30 days post-award, submit to WVOT an on-going operations guide for approval.

4.2.2.3 Vendor's proposal should provide an example of a solution transition and contract exit plan for another entity of similar size and scope as part of their bid response. The plan should outline key objectives, dependencies, and tasks necessary to disentangle the Vendor from the agency. An official solution transition and contract exit plan should be provided to WVOT by the end of year one (1) of the contract.

4.2.2.4 Vendor's proposal should explain how they would support the State relating to cybersecurity and privacy audits when components of the contract fall within the scope of audits. The State leverages NIST 800-53 to map all controls to a common framework.

4.2.2.5 Lifecycle Model: Vendor's proposal should submit an example of an on-premise infrastructure lifecycle management plan explaining how the Vendor's proposal will address the lifecycle stages of the on-premise infrastructure. This plan should be updated and submitted to WVOT for review and approval at least every twelve (12) months.

4.2.2.6 The State desires regularly scheduled meetings and/or calls to discuss the following areas:

- Architecture and Design
- Implementation

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- Ordering and Billing
- Service and Support
- Project Management

Please describe your company's ability to hold monthly meetings on each of these topics, as well as your company's implementation plans for starting these discussions.

Vendor should provide an example of a maintenance plan outlining the roles and responsibilities of the vendor as it relates to the scoped managed services outlined. The maintenance plan should outline maintenance requests and the approval process.

4.2.2.7 If the Vendor's work requires them to be at a State site, the Vendor should provide the Agency at least seventy-two (72) hours notice before arriving at the site. Vendor should comply with all Agency policies, State laws, and background checks for contractors, Vendor's, and visitors. Vendor should describe their approach to this requirement.

#### 4.2.3 Contract Management

4.2.3.1 **Contract Management:** Vendor's proposed solution should provide applicable, supported hardware, software, middleware and technical dependencies that enables contract management from the business management perspective of centralized ordering, billing, financial auditing, and reporting.

4.2.3.2 **Included Professional Services:** Vendor should provide professional services for configuration and management of the solutions, as well as training for no less than ten (10) persons. Vendor should also produce documentation (either vendor or manufacturer created) showing how the systems work and how changes can be made if needed.

4.2.3.3 **Billing:** Vendor's proposed solution should provide billing capabilities designed to simplify the procedures of a chargeback model, as well as, provide a holistic view of service. The state desires the billing detail to include but not be limited to billing by agency, consumption usage by agency, inventory, and disaster recovery services. Vendor should provide an example of billing capabilities designed to simplify the procedures of a chargeback model, as well as, provide a holistic view of service. (Example: Department of Transportation charges broken down as specified above)

4.2.3.4 **Financial Reporting:** Vendor's proposed solution should develop and provide financial reporting to meet the State's reporting obligations and the State's goals of transparency and technology optimization.



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**4.2.3.5 Third Party Terms and Conditions:** Vendor should limit pass-through of third-party terms and conditions; Vendor should describe how their proposal meets this goal.

**4.2.4 Mandatory Project Requirements** – The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. **Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate.** The mandatory project requirements are listed below.

#### 4.2.4.1 General Mandatories

**4.2.4.1.1** The State of West Virginia reserves the right to move, change or add additional Data Center locations.

**4.2.4.1.2** WVOT will not accept penalties for scaling down any tier solution, expansion node, expansion storage or infrastructure monitoring node(s).

**4.2.4.1.3** The Vendor must agree that the State owns all data gathered under the scope of this contract. The Vendor must produce and/or return the data upon the State's request in an editable format mutually agreeable to both parties. If any component (e.g. disk drive) fails, the Vendor must ensure any data on said component is destroyed in accordance with WVOT policies and certify, either in writing or some other mutually agreeable format, that any data on said component was destroyed.

**4.2.4.1.4** Vendor shall provide the State full access to any and all encryption keys the Vendor may generate in support of this contract.

**4.2.4.1.5** Vendor shall ensure all solution expenses associated with this contract are captured within the pricing sheet.

#### 4.2.4.2 Cybersecurity Mandatory Requirements

**4.2.4.2.1** Vendor proposed solution must be capable of adherence to federal and state law.

**4.2.4.2.2** Vendor's proposed solution must adhere to the State of West Virginia's Cyber Security & Privacy policies, procedures, and standards; these can be viewed at the following link:

<https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>

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4.2.4.2.3 Vendor proposed solution must be capable of adherence to all applicable security and privacy standards that are subject to the following:

- Health Insurance Portability and Accountability Act (HIPAA) requirements as outlined in the attached Business Associate Addendum (BAA);
- Federal Information Security Management Act (FISMA), National Institute of Standards Technology's Special Publication (NIST SP) 800-53, NIST SP 800-17 which serve as the baseline;
- Family Education Rights and Privacy Act (FERPA) requirements;
- Criminal Justice Information System (CJIS) requirements;
- Payment Card Industry Data Security Standards (PCI-DSS) requirements;
- Federal tax Information (FTI) and Internal Revenue Service publication 1075 (IRS 1075) requirements;
- Centers for Medicare & Medicaid (CMS) Services Information Security Policy requirements.

4.2.4.2.4 The Vendor must adhere to personnel security requirements for background checks in accordance with state law. The vendor is liable for all costs associated with ensuring their staff meets all requirements.

4.2.4.2.5 The Vendor must implement and strictly adhere to physical equipment inventory policy and procedures that are designed to ensure data protection.

4.2.4.2.6 The Vendor must adhere to industry-standard data destruction measures and provide the state with written attestation of data destruction. This includes failed hardware where State data may reside.

4.2.4.2.7 All Vendor's must ensure that any equipment or software used is not at manufacturer's specified "end of life" (EOL) or "end of support" (EOS) dates and will be supported by the original manufacturer. Maintenance and Support contracts shall be maintained by the vendor on all equipment and software for the life of this contract. Copies of such contracts should be provided to the State with Vendor's response.

4.2.4.3 On-Premise Infrastructure Mandatory Requirements: Pricing for Vendor's proposed solution must provide supported hardware, software, middleware, technical dependencies and/or managed services (where applicable) to ensure that all the goals/objectives of this RFP are met. The price for each solution, node expansion and storage expansion must be entered on the pricing sheet (Attachment "A").

4.2.4.3.1 Virtualization. The on-premise infrastructure solution must be compatible with industry-standard virtualization software. The State currently

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leverages VMWare. The Operating System (OS) and virtualization licensing are outside the scope of the on-premise infrastructure component.

**4.2.4.3.2 Networking.** The on-premise solution must include all components to enable the internal networking of the on-premise infrastructure. The State will provide boundary networking capability enabling the network connection of the infrastructure to the state's internal network and to the Internet.

**4.2.4.3.3 Active Directory Domain.** The on-premise solution must be capable of integrating with the WVOT's Active Directory (AD) domain.

**4.2.4.3.4 Domain Name Service (DNS).** The on-premise solution must be capable of integrating with WVOT's DNS.

**4.2.4.3.5 The Base Solution** for all tier levels must have the ability, to be provisioned by the State, with the following minimum specifications:

- 24 vCPU cores at a minimum of 2.6GHz processing speed
- 512 GB RAM
- 500 GB Performance Storage
- 1 TB of Volume Storage

**4.2.4.3.6 The Node Expansion** for all tier levels must have the ability, to be provisioned by the State, with the following minimum specifications:

- 12 vCPU core expansion
- 256GB RAM

**4.2.4.3.7 The Storage Expansion** for all tier levels must have the ability, to be provisioned by the State, with the following minimum specifications:

- Performance Storage of 10TB
- Volume Storage of 25TB

**4.2.4.4 Enterprise Data Backup Mandatory Requirements - Pricing** for Vendor's proposed solution must provide supported hardware, software, middleware, technical dependencies and/or managed services (where applicable) to ensure that all the goals/objectives of this RFP are met. The price for the solution must be entered on the pricing sheet (Attachment "A").

**4.2.4.4.1 Pricing Structure.** The pricing structure will account for the following components.

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**4.2.4.4.1.1 Data Backup Initial Installation.** The initial installation line item is designed to include all aspects to scope, design, architecture, implement, configure, test, train, and operational hand-off the capability to the State.

**4.2.4.4.1.2 Data Backup Solution.** The data backup solution provides the monthly cost for base level solution. The data backup solution must include:

**4.2.4.4.1.2.1** Data backup for one-hundred fifty (150) TB.

**4.2.4.4.1.2.2** Data backup capability at two (2), physically separate locations for redundancy.

**4.2.4.4.1.3 Data Backup Expansion.** The data backup expansion line item is designed to include costs associated with the storage expansion of the solution. The data backup expansion must include:

**4.2.4.4.1.3.1** Minimal backup storage expansion of fifty (50) TB.

**4.2.4.4.2 Physical Infrastructure Location.** Any physical infrastructure should be installed at a State-owned or State-leased data center location. Any change of location for the physical infrastructure is a decision held solely by the State.

**4.2.4.5 Infrastructure Operational Monitoring Mandatory Requirements - Pricing** for Vendor's proposed solution must provide supported hardware, software, middleware, technical dependencies and/or managed services (where applicable) to ensure that all the goals/objectives of this RFP are met. The price for each monitored system (or group of monitored systems) must be entered on the pricing sheet (Attachment "A").

**4.2.4.5.1 Pricing Structure:**

**4.2.4.5.1.1 Infrastructure Monitoring Initial Installation.** The initial installation line item is designed to include all aspects to scope, design, architecture, implement, configure, test, train, and operational hand-off the capability to the State.

**4.2.4.5.1.2 Infrastructure Monitoring Solution.** The solution line item provides the monthly cost for base level solution. The infrastructure monitoring solution must, minimally, include the ability to operationally monitor two-hundred fifty (250) components. A component consists of a physical device or a software instance.



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**4.2.4.5.1.3 Infrastructure Monitoring Expansion.** The expansion line item is designed to include costs associated with component expansion of the solution. The expansion must, minimally, include a component volume expansion of fifty (50) components.

**4.2.4.6 On-Demand Professional Services Mandatory Requirements - Pricing** for any professional services must be fully "loaded" to capture all direct and overhead expenses, travel, per diem, and any other travel-related expenses. Prices for all positions included in this RFP must be entered on the pricing sheet (Attachment "A").

**4.2.4.6.1** Vendor must agree to an open-end contract method, where prior to each potential engagement of professional services, a Statement of Work will be drafted and mutually agreed upon by both parties. After a SOW is finalized, each engagement will be initiated by the State via Delivery Order that incorporates the SOW. This applies to all professional service positions listed in Specification 4.2.1.4. No statement of work will be permitted to include work unrelated to Data Center 2.0.

#### **4.2.4.7 Contract Management Mandatory Requirements**

**4.2.4.7.1** The successful Vendor must assign an experienced and skilled Project Manager who will provide a high-level project management plan including key components such as a project charter, issue tracking, statements of work (SOW), work breakdown structures (WBS), implementation schedules, etc. in accordance with the Project Management Body of Knowledge (PMBOK) or other industry standard project management methodology stated in West Virginia State Code (§5A-6-4b). The link can be found at: <http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05A&art=6#06>. The project management plan must be submitted to and approved by the State prior to implementation.

**4.2.4.7.2** The successful Vendor's Project Manager must track and report (via written status reports) the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determined appropriate throughout the project and each site implementation.

**4.2.4.7.3** Vendor billing errors must be credited back to the State from the effective date of the error. The State reserves the right to withhold payment until credit is received.

**4.2.4.7.4** For auditing, billing, and support purposes, the State requires any service with an associated rate to be identified on its monthly bill. As such, the State must be provided, at a minimum, the following:

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- Billing Period
- Billed Entity Name
- Customer Name/Account (if different from billed entity)
- Itemized Cost for Individual Billing Components
- Total Cost

The cost identified in the bill must match the contract rates for the specified services.

4.2.4.7.5 The Vendor must invoice on a consistent monthly billing cycle across all services. Increases or decreases for a partial month must be prorated based on the date of the service increase or decrease.

4.2.4.7.6 All tier Base Solution(s), Expansion Node(s), Expansion Storage, Enterprise Data Backup, and Infrastructure Operations Monitoring pricing must include the cost of delivery, physical installation, and initial physical configuration by the Vendor. The Vendor's unit price should be inclusive of all hardware maintenance and support costs.

4.2.4.7.7 Vendor must input pricing for each tier Base Solution(s), Expansion Node(s), Expansion Storage, Enterprise Data Backup, and Infrastructure Operations Monitoring in the pricing page. These costs will be a per month charge and include all costs for providing that service as indicated elsewhere in this RFP. Vendor must also input a per hour charge for those professional services positions listed on the pricing page.

4.2.4.7.8 Vendor must input percent discount to the corresponding Asset in Service year periods on the pricing page. (Cells G4 through M4). Enter a whole number (e.g. 4) or fraction of a number (e.g. 7.5) corresponding to the percentage discount. The spreadsheet will automatically treat the number as a percentage.

4.2.4.7.9 The Vendor's price in Asset in Service will be used by the State to calculate the cost of all orders. Orders placed in billing status in Year 1 will be billed at the subsequent Year's monthly unit price beginning in subsequent year. For example, a tier 0 solution ordered in month 1 of Year 1, will be invoiced at the Year 2 unit price beginning in Month 1 of Year 2.

4.2.4.7.10 The State expects full, complete, and timely cooperation in disentangling the relationship if the Agreement expires or terminates for any reason. In the event of expiration or termination, the State expects that the Vendor shall, among other things: return all State data and documentation to the State, including but not limited to configuration information and allow the State or the replacement provider(s) continued view (read-only) access to all

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billing, previously placed orders, and previously opened trouble ticket system, and document processes that have been employed in servicing the State and provide the state a copy, in accordance with methods and procedures to be agreed upon and established in the Agreement. **Please acknowledge your acceptance of this.**

**4.3 Qualifications and Experience:** Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

**4.3.1 Qualification and Experience Information:** Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**4.3.1.1** Vendor should specify previous experience in providing an on-premise infrastructure, preferably with government organizations. Vendor should include the scope of programs implemented. Vendor should also include any contacts at the specified entity who can be contacted for verification.

**4.3.1.2** Vendor should describe its experience and process for supporting cybersecurity requirements associated with the components of this RFP.

**4.3.1.3** Vendor should describe its experience and capabilities in supporting their customers during compliance audits when the vendor-supplied solution is within the scope of audit.

**4.3.1.4** Vendor should describe its policies and procedures for conducting sub-contractor assurance, validating both the capability of the vendor to fulfill contracted responsibilities and adhere to all applicable security & privacy policies.

**4.3.1.5** Vendor should list all references and/or examples for previous experiences in providing on-premise infrastructure services. Vendor should include any applicable documentation pertaining to the services outlined within this solicitation.

**4.3.1.6** Vendor's should hire staff that have the appropriate background, education, and experience to address all tiers and services of the contract.

**4.3.1.7** The State desires an Account Team (including Account Support Representative, Technical Support Representative, Solution Implementation Support Representative, Contract Manager, Billing Support Representative, Security/Compliance Specialist, and Project Manager) for the winning solution and life of the contract. Vendor should



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describe in detail the responsibilities of key roles and staff's experience in working in these roles.

**4.3.2 Mandatory Qualification/Experience Requirements** – The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

**4.3.2.1** Vendor must have provided on-premise infrastructure hardware and/or services within an organization of similar size and complexity or larger.

**4.3.2.2** Vendor must provide at least two (2) on-premise infrastructure hardware and/or service contract summaries for in-progress or completed contracts within the past five (5) years that are similar in size and scope to this solicitation.



WV Office of Technology  
On-Premise Infrastructure

- 4.4 **Oral Presentations:** The Agency has the option of requiring oral presentations of all Vendor's participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendor's may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

Materials and Information Requested at Oral Presentation:

- 4.4.1 A Summary of the Vendor's solution, including product and support offerings, ability to deliver the solution in the specified timeframes, and experience in providing managed and hosted Infrastructures.
- 4.4.2 The vendor will discuss each phase or major milestone listed in sections 4.2.1 and 4.2.2 of this document.
- 4.4.3 The State will ask clarifying questions regarding the Vendor's submitted technical response.
- 4.4.4 Oral Presentations will be conducted at the Agency's facility provided by the Agency. Vendor's should plan to provide their own media and demonstration hardware and, if preparing handouts, should prepare a number equal to the number of convenience copies of their proposals supplied on the Bid Opening Date, unless specifically advised by the Agency otherwise.

**WV Office of Technology**  
On-Premise Infrastructure

**SECTION 5: VENDOR PROPOSAL**

- 5.1. Economy of Preparation:** Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
- 5.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
- 5.3. Proposal Format:** Vendor's should provide responses in the format listed below:
  - 5.3.1. Two-Part Submission:** Vendor's must submit proposals in two distinct parts: technical and cost. Technical proposals must not contain any cost information relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
  - 5.3.2. Title Page:** State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
  - 5.3.3. Table of Contents:** Clearly identify the material by section and page number.
  - 5.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
  - 5.3.5. Proposal Submission:** All proposals must be submitted to the Purchasing Division prior to the date and time stipulated in the RFP as the opening date. All submissions must be in accordance with the provisions listed in Section 2: Instructions to Bidders Submitting Bids.

**WV Office of Technology**  
On-Premise Infrastructure

**SECTION 6: EVALUATION AND AWARD**

**6.1. Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendor's shall be awarded the contract.

**6.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

**Evaluation Point Allocation:**

Project Goals and Proposed Approach (§ 4.2)		
-	Approach & Methodology to Goals/Objectives (§ 4.2.1)	(25) Points Possible
-	Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2)	(15) Points Possible
Qualifications and experience (§ 4.3)		
-	Qualifications and Experience Generally (§ 4.3.1)	(15) Points Possible
-	Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2)	(10) Points Possible
Oral interview (§ 4.4)		
		<u>(5) Points Possible</u>
<u>Total Technical Score:</u>		<u>70 Points Possible</u>
<u>Total Cost Score:</u>		<u>30 Points Possible</u>

**Total Proposal Score: 100 Points Possible**

**6.3. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

## WV Office of Technology

### On-Premise Infrastructure

- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.5. Proposal Disqualification:** The proposal will be disqualified if the following standards are not met.
- 6.5.1. Minimum Acceptable Score ("MAS"):** Vendor's must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
  - 6.5.2. Failure to Meet Mandatory Requirement:** Vendor's must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.6. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.
- The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.
- 6.7. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.
- Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendor's not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.
- Step 1:**  $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$
- Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$



## REQUEST FOR PROPOSAL

### WV Office of Technology

#### On-Premise Infrastructure

Example:

Proposal 1 Cost is \$1,000,000  
Proposal 2 Cost is \$1,100,000  
Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 -  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$   
Step 2 -  $1 \times 30 = \text{Total Cost Score of 30}$

Proposal 2: Step 1 -  $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of 0.909091 (90.9091\%)}$   
Step 2 -  $0.909091 \times 30 = \text{Total Cost Score of 27.27273}$

6.8. Availability of Information: Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

VION Corporation

(Company)

John Pyne, VP of Cloud PMO

(Representative Name, Title)

(571) 353 6000 / (703) 707 0987

(Contact Phone/Fax Number)

04/10/2020

(Date)



RECEIVED

2020 APR -8 AM 9: 39

WV PURCHASING  
DIVISION

# State of West Virginia

Data Center 2.0 RFP  
Solicitation Number OOT2000000001

## Technical Proposal

April 10, 2020

### Submitted To:

Data Center 2.0 RFP  
Department of Administration, Purchasing  
Division  
2019 Washington Street East  
Charleston, WV 25305-0130  
Jessica S. Chambers  
Email: [Jessica.s.chambers@wv.gov](mailto:Jessica.s.chambers@wv.gov)

### Submitted By:

ViON Corporation  
Bridget Bradshaw, Account Executive  
196 Van Buren Street  
Herndon, VA 20170  
Telephone: (571) 353-6000  
Fax: (703) 707 0987  
Email: [Bridget.Bradshaw@vion.com](mailto:Bridget.Bradshaw@vion.com)

### RESTRICTIVE LEGEND

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror, as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets appropriately annotated with the following marking:

*"Use or disclosure of proposal data is subject to the restriction on the cover page of this proposal."*

### CAVEAT

Where discrepancies appear between ViON's proposal and ViON supporting documentation, ViON's written word shall take precedence.

### TRADEMARK NOTICE

All logos and product names mentioned in this proposal may be trademarks and/or registered trademarks of their respective companies.





**TITLE PAGE**

ITEM		ViON RESPONSE	
<b>RFP Subject:</b>		Data Center 2.0 RFP	
<b>RFP Number:</b>		OOT2000000001	
<b>Vendor Name:</b>		ViON Corporation	
<b>Business Address:</b>		196 Van Buren Street Herndon, VA 20170	
<b>Telephone Number:</b>		(571) 353-6000	
<b>Fax Number:</b>		(703) 707 0987	
<b>Name of Contact Person:</b>		Bridget Bradshaw	
<b>Email Address</b>		Bridget.Bradshaw@vion.com	

**Date:** 4/10/2020

**Signature:**



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## DESIGNATED CONTACT FORM

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Dawn Fabean, Director of Contract

(Name, Title)

(Printed Name and Title)

196 Van Buren Street, Herndon, VA. 20170

(Address)

(571) 353 6000 / (703) 707 0987

(Phone Number) / (Fax Number)

Dawn.Fabean@vion.com

(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

ViON Corporation

(Company)

(Authorized Signature) (Representative Name, Title)

John Pyne, Vice President of Cloud PMO

(Printed Name and Title of Authorized Representative)

04/10/2020

(Date)

(571) 353 6000 / (703) 707 0987

(Phone Number) (Fax Number)

Revised 11/14/2019



## EVALUATION AND AWARD FORM

### REQUEST FOR PROPOSAL

#### WV Office of Technology On-Premise Infrastructure

#### SECTION 6: EVALUATION AND AWARD

- 6.1. **Evaluation Process:** Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendor's shall be awarded the contract.
- 6.2. **Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

##### Evaluation Point Allocation:

##### Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) (25) Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) (15) Points Possible

##### Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) (15) Points Possible
- Exceeding Mandatory Qualification/Experience Requirements (§ 4.3.2) (10) Points Possible

##### Oral interview (§ 4.4)

(5) Points Possible

##### Total Technical Score:

70 Points Possible

##### Total Cost Score:

30 Points Possible

Total Proposal Score: 100 Points Possible

- 6.3. **Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.

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## REQUEST FOR PROPOSAL

### WV Office of Technology

#### On-Premise Infrastructure

- 6.4. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
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- Cost Evaluation Formula:** Each cost proposal will have points assigned using the following formula for all Vendor's not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.
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- Step 2:**  $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$



## REQUEST FOR PROPOSAL

### WV Office of Technology On-Premise Infrastructure

**Example:**

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 –  $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of 1 (100\%)}$   
Step 2 –  $1 \times 30 = \text{Total Cost Score of 30}$

Proposal 2: Step 1 –  $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of 0.909091 (90.9091\%)}$   
Step 2 –  $0.909091 \times 30 = \text{Total Cost Score of 27.27273}$

- 6.A. **Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

VION Corporation

(Company)

John Pyne, VP of Cloud PMO

(Representative Name, Title)

(571) 353 6000 / (703) 707 0987

(Contact Phone/Fax Number)

04/10/2020

(Date)



## ADDENDUM ACKNOWLEDGEMENT FORM

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

#### Addendum Numbers Received:

(Check the box next to each addendum received)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input checked="" type="checkbox"/> Addendum No. 8  |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input checked="" type="checkbox"/> Addendum No. 9  |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input checked="" type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

VION Corporation

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Signature

04/10/2020

\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/2/2012



## PURCHASING AFFIDAVIT FORM

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §81-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: VION Corporation

Authorized Signature: [Signature] Date: 04/10/2020

State of Virginia

County of Suffolk, to-wit:

Taken, subscribed, and sworn to before me this 24 day of March, 2020

My Commission Expires October 31, 2020

AFFIX SEAL



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 01/15/2018)





## DISCLOSURE FORM

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 60-1-2)

Name of Contracting Business Entity: VION Corporation Address: 196 Van Buren Street, Herndon, VA 20170

Name of Authorized Agent: John Hynes Address: 196 Van Buren Street, Herndon, VA 20170

Contract Number: OOT200000001 Contract Description: Data Center 2.0

Governmental agency awarding contract: West Virginia Office of Technology

☒ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

Dell Technologies / ScienceLogic

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

Tom Frana, Micheal Jones

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.

Signature: [Signature] Date Signed: 04/10/2020

### Notary Verification

State of Virginia, County of Stafford:

I, John Hynes, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 21 day of March, 2020

*To be completed by State Agency*

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

[Signature]  
Notary Public's Signature

Revised June 8 2018

## EXECUTIVE SUMMARY

West Virginia's Office of Technology (WVOT) has a demanding mission set with critical technology goals around digital government, optimization and value, and enterprise services. Combined with rapid technological change and projected 5-7% year-over-year capacity and services growth, it is vital WVOT procure not only the best technology and services available, but do so in a model that will ensure full success of the Data Center 2.0 strategic initiative. WVOT's selection of a cloud-based model for Infrastructure-as-a-Service (IaaS) is a highly effective strategy to accomplish their overall strategic vision while offering the ability to flex up and down as times require.

### ViON'S AS A SERVICE MODEL:

- ✓ Is designed to Support Surges
- ✓ Scales Back when needs allow
- ✓ Supports all Infrastructure Types

As the ongoing Coronavirus public health crisis illustrates, Information Technology (IT) infrastructure that is fully fit for purpose and is efficient, scalable, cost-effective, and dependable is critical for any state government to operate optimally. This is true not only of the particularly challenging issues currently presented nationwide by the Coronavirus pandemic, but across the gamut of responsibilities state IT systems must be capable of handling on a day to day basis. Supporting such a complex set of objectives requires a contracting partner with proven past performance, expertise in this area, and a demonstrated ability to add or reduce capacity or features as WVOT requires.

A pioneer in technology as-a-Service (aaS) contracts, ViON is a veteran-owned and privately held company that has supported numerous State, US Federal, Commercial, and Higher Education organizations with enterprise IT design, supply, and implementation since 1980. With deliberate and consistent market analysis along with carefully researched Original Equipment Manufacturer (OEM) offerings and solutions, ViON has extensive experience seamlessly transitioning customers from one generation of technology to the next.

Today, ViON is a leading Cloud Service Provider (CSP) providing on-premise, aaS capabilities and public cloud enablement, and brings the two together to deliver singularly managed hybrid cloud programs for our customers. With more than 50 IaaS programs delivered across State and Local Governments and US Federal Departments, Bureaus, and Agencies both on and off premise, ViON has significant operational expertise supporting a varied set of business and mission requirements. Our aaS model has been consistently delivering to and evolving with the US Federal Government for 17 years.

Vendor independent, ViON has an extensive network of OEM relationships with comprehensive market capabilities that WVOT will be able to leverage over the life of this program. We work with industry partners to develop and provide solutions and equipment tailored to our customers' specific needs rather than WVOT restricted to specific OEMs.

*Our 'Deep Customer Understanding' philosophy and approach are central to what we do as a business and revolve around listening to our customers and partnering with them to develop and deliver what truly fits their needs.*

We do this is through our highly developed and successful aaS model. This model enables organizations to dynamically order and use IT infrastructure – server, storage, networking, software, and services – as needed, scaling usage up or down, without penalty, to align with



business requirements. ViON aaS offering permits a high-level of customization and can scale rapidly to suit any specific environment now or in the future.

Extremely flexible, ViON's aaS model will ultimately be controlled by WVOT (with ViON doing all the necessary work on the back end for this to happen) – allowing for budget optimization. This model (which has been funded with both operational and capex budget line items with our Federal customers) underpins our 17 years of aaS delivery. ViON aaS helps organizations such as WVOT simplify the management of IT by providing a business strategy successes for:

- Acquiring, modernizing, and provisioning IT assets without large upfront CapEx investments
- Expanding/ scaling access to new hardware/software technologies by leveraging operational vs. capital funding with predictable and manageable budgets
- Continuously accessing top-tier engineering expertise to accommodate emerging/ unknown future requirements
- Extending support with managed services levels and strict Service Level Agreements (SLAs) to protect our customers and their data
- Eliminating expensive out-year maintenance or equipment replacement bills as this is already included in aaS pricing

ViON's aaS model is very flexible and works side-by-side with traditional acquisition models. Technology deployed by ViON in our aaS models can be connected to infrastructure that the customer purchased and can be seamlessly managed. Our program can be easily operated with technology that the customer leased, if those requirements exist (although there is no leasing in ViON's model). We deliver virtually every type of IT infrastructure – compute, storage, and network – along with software and services, via our aaS model.

Our past performance includes serving customers who acquire all major types of infrastructure, as well as those that only acquire storage, network, or compute. ViON has the largest portfolio of aaS technology in the industry, with 44 different OEM partners and their solutions available to our customers. Having this breadth and depth avoids vendor lock-in for WVOT. ViON continuously updates our technology portfolio and we will initiate new business relationships and/or bring on board new offerings where this is needed to more fully meet customer needs.

Our 24x7x365, US-based, Support Centers are staffed by certified and cleared engineers who average more than 20 years of industry experience. This experience level accelerates and streamlines support to our customers. Most importantly, our 17 years of aaS experience has created an expertise in delivering technology aaS that uniquely positions us to execute and deliver at a level that other companies struggle to achieve.

#### MOST AAS EXPERIENCE IN GOVERNMENT:

- ✓ Over 20 "Current" aaS Government Customers
- ✓ Ceiling Value over \$950M
- ✓ In-house Dedicated 24x7x365 Support Center



*That is why over 20 Federal and State agencies currently trust ViON with their aaS initiatives, totaling over \$950M in aaS contract value.*

As detailed below, our aaS solution will enable WVOT to establish a centralized Data Center-as-a-Service (DCaaS) model for on-premise technology infrastructure that will enable the achievement of WVOT's goals, to include:

- ✓ Leveraging a co-location model to ensure all State data center locations meet and adhere to all relevant cybersecurity, privacy, redundancy, and resiliency levels
- ✓ Enabling contract consolidation and cost-efficiencies by facilitating the virtualization of existing structure and data center consolidation
- ✓ Enabling a risk/compliance-based model that enhances and strengthens existing State infrastructure cybersecurity and privacy
- ✓ Employing our expertise and past experience to assist in maintaining and managing multiple on-premise infrastructure component – to include legacy and unsupported systems – reducing WVOT cyber risk and overhead costs
- ✓ Facilitating the optimal Return on Investment for cloud-suitable workloads by implementing the design and implementation measure that fully capitalize the leveraging of available and emerging cloud resources
- ✓ Preparing the WVOT IT infrastructure environment for a move to a hybrid data center approach

Alongside a comprehensive catalog of infrastructure technology and services, we have ensured that all applicable WVOT requirements and operation will be transitioned with minimal risk and disruption. ViON will also continue to leverage partner relationships and seek methods to reduce costs at project/opportunity-specific levels across our catalog offerings. These efficiencies will pass to WVOT as we partner with them to fully achieve their existing and future IT goals.

#### TEAM/PARTNERSHIPS

ViON proposes state-of-the-art storage solutions to support WVOT's digital transformation. The focus is to enable WVOT to address the demanding needs of the state's agencies with the industry's most innovative and cost-effective technology in a consumable model. Accessing our broad storage portfolio, we have selected the optimal offerings available today to address WVOT's unique requirements and have found Dell Technologies' portfolio provides the best-suited technology to meet or exceed WVOT's current and future needs.

##### ViON'S 40+ OEM PARTNERS:

- ✓ No Vendor lock-in for WVOT
- ✓ Best Solutions for your needs
- ✓ Not Forced to make a specific brand work

ViON has historically partnered with Dell Technologies when it is appropriate to meet our customer's specific requirements to deliver consumable infrastructure to Federal, State, and Commercial entities. Indeed, 60% of ViON's \$950million aaS business includes Dell Technologies products. They are a significant partner whose offerings we incorporate with other OEM solutions to provide our customers with the best fit for their individual requirements.

Dell Technologies' acquisition of EMC Corporation in 2016 created a \$74 billion market leader with an expansive technology portfolio aimed at hybrid cloud, software-defined data center,



converged infrastructure, data analytics, mobility, and cybersecurity. ViON leverages that portfolio extensively and supplements with other vendor offerings where additional value can be realized. Our relationship with Dell Technologies extends further than the reselling of its equipment. We have in-depth knowledge of their product roadmaps through our Non-Disclosure Agreement covered relationship, as well as engineers who are trained and certified in Dell Technologies products.

ViON's unprecedented aaS knowledge combined with an infrastructure market leader, allows us to deliver advanced technology to agencies in a simplified and flexible provisioning model.

## TECHNICAL RESPONSE

### PROJECT GOALS AND MANDATORY REQUIREMENTS (RFP 4.2)

The purpose of this RFP is to establish a contract for on-premise data center infrastructure capable of scalability, flexibility, and elasticity. The RFP defines the service expectations and services scope. Vendor's are highly encouraged to review the entire RFP to ensure proper scoping in their proposal. Vendor should provide its approach and methodology to providing the solution or solving the problem described by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches, outline project deliverables, and provide supporting documentation.

NOTE: If, as part of its proposal, the Vendor submits appendices or other supplemental materials, the Vendor should denote specifically in those materials where the relevant information is located.

ViON describes our approach and methodology to providing the solution and solving the business challenges laid out in this RFP via our responses to individual project goals and mandatory requirements that follow. We describe in detail both why and how we selected the specific solution to WVOT's goals and mandatory requirements, as well as how our proposed solution is superior to other possible approaches.

*ViON proposes the Dell EMC VxBlock 1000 and Dell EMC IDPA to optimally meet WVOT's core goals and objectives for DC 2.0. Implementing a VxBlock 1000 such as we propose will help WVOT transform its IT organization to gain better control of costs, reduce complexities, and modernize infrastructure to allow for further IT transformation across the State.*

#### 4.2.1 Goals and Objectives

The primary goal of this solicitation is to establish on-premise infrastructure contract to enable WVOT to provide virtualized x86 computer and storage resources to executive branch agencies who fall under the purview of the West Virginia Office of Technology (WVOT). The solution should be designed with the capability to expand and shrink the physical infrastructure and associated operational expense, under a scalable infrastructure architecture. There are four (4) components to this RFP; On-Premise Infrastructure, Enterprise Data Backup, Infrastructure Operations Monitoring and On-Demand Professional Services. The overarching goals for each component are outlined below.

*ViON's solution ensures WVOT's primary goal of providing Virtualized x86 computer and storage resources is fully met.* The ViON-proposed Dell EMC VxBlock 1000 is designed to support the mixing, matching, and sharing of multiple resources in one optimized system.

This is accomplished by allowing the *scaling of compute, storage and network* resourced independently of each other. Its future-proof design will allow WVOT to deploy a system today with specialized resources to address all current workloads (out of one system). As workload requirements change, WVOT can reassign workloads or easily add new next generation technologies when they become available.

*Additionally, ViON's IaaS operational model allows WVOT the flexibility to scale up or down the amount of physical infrastructure, and accompanying costs.* For example, WVOT will be



able to expand and contract the number of base solutions for any tier as well as the compute nodes and the amount of performance and volume storage for each base solution deployment.

#### On-Premise Infrastructure (4.2.1.1):

##### 4.2.1.1.1 Tiered Solution.

The State seeks a tiered pricing model for the proposed infrastructure solution. The tiering delineation is established by business objectives. Each solution tier should be designed to leverage a three (3) line item structure as outlined below. Please also see mandatory minimum specifications for below tiers and expansions in sections 4.2.4.3.5, 4.2.4.3.6, and 4.2.4.3.7.

ViON proposes a tiered solution and pricing model for on-premise infrastructure that fully meets or exceeds VVOT requirements. Each pricing tier is carefully architected to exceed the relevant business objectives as required in solicitation sections 4.2.1.1.1.4, 4.2.1.1.1.5 and 4.2.1.1.1.6.

Details on how ViON's proposed solutions exceed requirements are provided in our responses to the individual sections in this document. *Each tier uses a three line-item pricing structure* in the cost sheet, with the line items for each tier corresponding to a tier base (4.2.1.1.1.1), tier node expansion (4.2.1.1.1.2) and tier storage expansion (4.2.1.1.1.3).

##### 4.2.1.1.1.1 Tier Base

The base line item is intended to provide the complete solution of the associated tier solutions at one (1) data center location. The base line item can also be leveraged by the state to implement an offsite data backup and/or disaster recovery capability of the associated tier. The base line item should include all required components (hardware, software, middleware, equipment, networking, licensing, support, implementation & firmware management services) to successfully operate the associated tiers.

ViON's base line item *meets all requirements* as laid out in solicitation section 4.2.1.1.1.1. We propose the Dell EMC VxBlock System 1000 converged infrastructure solution as the complete tier base solution for each of the three required performance tiers. *Each ordered base line item can be deployed at one (1) data center location. Base line items can also be leveraged by the State to implement an offsite data backup and/or disaster recovery capability for the associated tier. In addition, each base line item includes all required components* (hardware, software, middleware, equipment, networking, licensing, support, implementation & firmware management services) to successfully operate the associated tiers. ViON *meets and exceeds* Technical specifications required for the Base Tier as noted in section 4.2.4.3.5.

#### VION MEETS OR EXCEEDS ALL TIER TECHNICAL REQUIREMENTS:

- ✓ Provides best solution for VVOT Requirements
- ✓ Anticipates Surge Requirements
- ✓ Allows for expansion and contraction

##### 4.2.1.1.1.2 Tier Node Expansion

The tier node expansion line item provides the ability to expand or contract the processing capability (cores & volatile memory) of an existing base solution of the same tier.

Expansion and contraction of compute nodes of existing base solutions of the same tier are accommodated by our tier node expansion line item. ViON's proposed solution for the tiered

solution is based upon the Dell EMC VxBlock 1000 which utilizes Cisco UCS B200 blade servers for compute.

*Tier node expansion (i.e. compute node expansion) may be expanded and/or contracted by WVOT at any time above the amount of compute that is delivered as the “minimum” requirement for the same base tier solutions themselves.* Tier Node Expansion is priced on a per-node basis, and each Tier Node Expansion line item will comprise all necessary components to expand the base tier with additional compute nodes. This includes the node itself, CPUs, RAM, local storage (if any), and expansion cards (i.e. network cards or HBAs) and blade chassis when required for expansion. ViON **EXCEEDS** all Tier Node expansion requirements identified in section 4.2.4.3.6. The Node Expansion for all tier levels have the ability to be provisioned by the State *exceeding* the following minimum specifications: 12 CPU core expansion, 256GB RAM.

#### 4.2.1.1.1.3 Tier Storage Expansion

The tier storage expansion line item provides the ability to expand or contract the storage capability of an existing base solution of the same tier. Multiple storage types can be provided as options but should be scoped/sized to align to the single, per tier, line item pricing.

*Expansion and contraction of same tier storage capability are accommodated by ViON's tier node storage expansion solution.*

ViON's proposed solution for the tiered solution is based upon the Dell EMC VxBlock 1000 which utilizes various Dell EMC storage solutions for volume and performance storage. The choice of storage platform varies depending upon the tier of service chosen. Tier Storage Expansion for volume and performance storage needs have been scoped/sized to align to the single, per tier, line item pricing and may be expanded and/or contracted by WVOT at any time above the amount of volume and performance storage that is delivered as the “minimum” requirement for the base tier solutions themselves. The Storage Expansion for all tier levels has the ability, to be provisioned by the State, and ViON *meets or exceeds* the following minimum specifications identified in section 4.2.4.3.7: Performance Storage of 10TB Volume Storage of 25TB.

ViON's Tier Storage Expansion for storage is based upon the following products:

- For Tiers 0, 1 and 2 volume storage – Dell EMC's Isilon H500 storage array
- For Tier 0 performance storage – Dell EMC's Unity 680F storage array
- For performance storage for Tiers 1 and 2 – Dell EMC's PowerMax 8000 storage array

#### 4.2.1.1.1.4 Tier Level: 0

Tier Type: Limited Performance Tier Primary Business Driver: Cost

Tier Goals: Tier 0 is the intended service:

When lowest cost operational expense is the primary business driver.

For hosting non-critical (deferrable services) applications with reduced performance requirements.

For applications with limited backup requirements.

For applications with limited to no disaster recovery objectives.

When best-effort hardware service support levels are acceptable.



ViON's solution for Tier Level 0 meets WVOT requirements as stated in solicitation section 4.2.1.1.1.4.

Our proposed Dell EMC VxBlock 1000 for Tier Level 0 was *designed with the lowest operational expense in mind* and is *ideal for hosting non-critical (deferrable services) applications with reduced performance requirement and limited backup requirements with little to no disaster recovery objectives*. ViON will provide the same *enterprise-class hardware service and support levels* across all tiers and expansion components as well as on the enterprise data backup solution *exceeding this requirement*.

**ViON PROVIDES ENTERPRISE-  
CLASS HARDWARE AND SUPPORT  
SERVICES:**

- ✓ For all Tiers
- ✓ For all Expansion Components
- ✓ For all Backup Solutions

The base orderable solution for the proposed VxBlock 1000 for Tier 0 is comprised of the following:

- One (1) Cisco UCS 5108 blade chassis
- Two (2) Cisco UCS M200 M5 blade servers, with each server containing:
  - Two (2) Intel Xeon Gold (Cascade Lake) 6242 processors that each contain sixteen (16) cores running at 2.80Ghz per core
  - 576GB of RAM
- One (1) Dell EMC Unity 680F performance storage subsystem provisioned with 500GB of performance storage. Additional performance storage is provisioned via the Performance Storage expansion SLIN for Tier 0
- One (1) Dell EMC Isilon H500 volume performance storage subsystem provisioned with 1TB of volume storage. Additional volume storage is provisioned via the volume storage expansion SLIN for Tier 0
- All necessary switching, cabling, PDUs, racks and other ancillary equipment as outlined in the table below

ViON's proposed Tier 0 solution includes the following infrastructure with each orderable base solution:

TIER 0 SOLUTION		
Infrastructure Type	Orderable Base Solution	Quantity
Switching	Cisco Nexus 31108TC-V (48x10G,6x100G or 40G QSFP+, PSE)	2
	Cisco Nexus 9300 (36p 40/100G QSFP28)	2
	Cisco UCS Fabric Interconnect	2
Management	Cisco UCS C220M5SX	3
Compute	Cisco UCS 5108 Blade Chassis	1
	Cisco UCS B200 M5 Blade Server	2



TIER 0 SOLUTION		
Infrastructure Type	Orderable Base Solution	Quantity
SAN	Cisco MDS-9396T Switch w/48 32G SFPs PSE	2
Storage	Unity 680F DPE 25 x 2.5 Dell FLD RCK	1
	Dell EMC Isilon H500	4
Software	VMware vSphere Ent Plus (per CPU)	10
	Microsoft Windows Server Std 2012 R2, Supports 2 VM's	2
Rack	Panduit IPI Compute Cabinet, 700mm x 1200mm (CRS)	1

Figure 1: ViON's proposed Tier 0 solution includes the following infrastructure

#### 4.2.1.1.1.5 Tier Level: 1

Tier Type: Balanced Performance Tier

Primary Business Driver: Balanced combination between cost and performance

Tier Goals: Tier 1 is the intended service:

For hosting both deferrable and important applications with standard performance capabilities requirements.

For applications with standard data backup requirements. Deferrable services: twelve (12) hours RPO

Important services: one (1) hour RPO

For applications with standard disaster recovery objectives.

Deferrable services: twelve (12) hours RTO

Important services: four (4) hours RTO

ViON's solution for Tier Level 1 *meets WVOT requirements* as stated in solicitation section 4.2.1.1.1.5. ViON's proposed Dell EMC VxBlock 1000 for Tier Level 1 was *designed with a balanced combination* between cost and performance in mind and is intended to host both deferrable and important applications with standard performance capabilities and requirements. This Tier 1 configuration was architected for applications with standard data backup requirements and provides the following:

- Deferrable services: twelve (12) hours RPO
- Important services: one (1) hour RPO

This Tier 1 configuration was architected for applications with standard data disaster recovery requirements and provides the following:

- Deferrable services: twelve (12) hours RTO
- Important services: four (4) hours RTO

ViON will be providing the same enterprise-class hardware service and support levels across all tiers and expansion components as well as on the enterprise data backup solution. The base orderable solution for the proposed VxBlock 1000 for Tier 1 is comprised of the following:

- One (1) Cisco UCS 5108 blade chassis



- Two (2) Cisco UCS M200 M5 blade servers, with each server containing:
  - Two (2) Intel Xeon Gold (Cascade Lake) 6242 processors that each contain sixteen (16) cores running at 2.80Ghz per core
  - 576GB of RAM
- One (1) Dell EMC PowerMax 8000 storage subsystem provisioned with 500GB of performance storage. Additional performance storage is provisioned via the Performance Storage expansion SLIN for Tier 1
- One (1) Dell EMC Isilon H500 volume performance storage subsystem provisioned with 1TB of volume storage. Additional volume storage is provisioned via the volume storage expansion SLIN for Tier 1
- All necessary switching, cabling, PDUs, racks and other ancillary equipment as outlined in the table below

ViON is providing Dell EMC PowerMax 8000 as the performance storage system for Tiers 1 and 2. PowerMax provides the option for the State to apply protection service levels by application ensuring that critical applications operate at their necessary levels of performance, and prevents a single application from utilizing more performance than it needs. This ability to set service levels is ideal for the State when operating via an 'aaS' model.

We recommend that the State utilize this inherent PowerMax capability to set application protection and performance levels in order achieve specific RPO and RTO targets. Specifically, ViON proposes the same base solution for Tiers 1 and 2, pricing them identically, and recommends that the State utilize the PowerMax features to deliver RPO/RTO-differentiated application services to its customer base. *As these features are inherent to PowerMax and are not licensed in addition to any base features, ViON will provide this capability to the State on both Tiers 1 and 2.*

**ViON'S SOLUTION PROVIDES SAME  
BASE SOLUTION FOR TIER 1 & 2:**

- ✓ Leverages features across both tiers
- ✓ Priced the same to provide cost efficiencies
- ✓ RPO/RTO Services inherent in PowerMax – No Separate Licensing

Some examples of how service levels might be applied to applications being run by the State's customers follow:

**Protected Application**

A storage administrator wants to ensure that a set of SGs is protected from the performance impact of other, noncritical applications that use the storage array.

In this case, the administrator assigns the Diamond service level to the critical SGs and sets lower-priority service levels on all other SGs.

For instance:

- An enterprise critical OLTP application requires almost immediate response to each I/O operation. The storage administrator may assign the Diamond level to its SGs
- A batch program that runs overnight has less stringent requirements. So, the storage administrator may assign the Bronze level to its SGs

### Service Provider

A provider of storage for external customers has a range of prices. Storage with lower response times is more costly than that with longer response times.

In this case, the provider uses service levels to establish SGs that provide the required range of performance. An important part of this strategy is the use of the Silver and Bronze service levels to introduce delays even though the storage array could provide a shorter response time.

### Relative Application Priority

A site wants to have the best possible performance for all applications. However, there is a relative priority among the protected applications.

To achieve this, the storage administrator can assign Diamond, Platinum, and Gold to the SGs that the applications use. The SGs for the higher priority applications have the Diamond service level. The Platinum and Gold service levels are assigned to the remaining SGs depending on the relative priority of the applications.

In normal conditions, there is no delay to any SG because the array has the capacity to handle all I/O requests. However, should the workload increase, and it is not possible to service all I/O requests immediately, the SGs with Platinum and Gold service levels begin to experience delay. This delay, however, is in proportion to the service level allocated to each SG.

ViON's proposed Tier 1 solution includes the following infrastructure with each orderable base solution:

TIER 1 SOLUTION		
Infrastructure Type	Orderable Base Solution	Quantity
Switching	Cisco Nexus 31108TC-V (48x10G,6x100G or 40G QSFP+, PSE)	2
	Cisco Nexus 9300 (36p 40/100G QSFP28)	2
	Cisco UCS Fabric Interconnect	2
Management	Cisco UCS C220M5SX	3
Compute	Cisco UCS 5108 Blade Chassis	1
	Cisco UCS B200 M5 Blade Server	2
SAN	Cisco MDS-9396T Switch w/48 32G SFPs PSE	2
Storage	EMC PowerMax 8000 PRO BASE 2048GB	1
	Dell EMC Isilon H500	4
Software	VMware vSphere Ent Plus (per CPU)	10
	Microsoft Windows Server Std 2012 R2, Supports 2 VM's	2
Rack	Panduit IPI Compute Cabinet, 700mm x 1200mm (CRS)	2

Figure 2: ViON's proposed Tier 1 solution infrastructure

#### 4.2.1.1.1.6 Tier Level: 2

Tier Type: High Performance Tier

Primary Business Driver: High performance/Disaster Recovery

Tier Goals: Tier 2 is the intended service:

For hosting both important and critical applications with high performance capabilities requirements.

For applications with critical data backup requirements.

Important services RPO of approximately one (1) hour

Critical services RPO of less than 15 minutes

For applications with critical disaster recovery objectives. o Important services RTO less than four (4) hours

Critical services RTO of less than two (2) hours

When premium hardware service support levels are required.

ViON's proposed Dell EMC VxBlock 1000 for Tier Level 2 was designed with high performance/disaster recovery in mind and is intended to host both important and critical applications with high performance capabilities and requirements.

This Tier 2 configuration was architected for applications with standard *data backup requirements* and provides the following:

- Important services RPO of approximately one (1) hour
- Critical services RPO of less than 15 minutes

This Tier 2 configuration was architected for applications with standard *data disaster recovery requirements* and provides the following:

- Important services RTO less than four (4) hours
- Critical services RTO of less than two (2) hours

ViON will provide the *same enterprise-class hardware service and support levels across all tiers* and expansion components *as well as on the enterprise data backup solution*. The base orderable solution for the proposed VxBlock 1000 for Tier 2 is comprised of the following:

- One (1) Cisco UCS 5108 blade chassis
- Two (2) Cisco UCS M200 M5 blade servers, with each server containing:
  - Two (2) Intel Xeon Gold (Cascade Lake) 6242 processors that each contain sixteen (16) cores running at 2.80Ghz per core
  - 576GB of RAM
- One (1) Dell EMC PowerMax 8000 storage subsystem provisioned with 500GB of performance storage. Additional performance storage is provisioned via the Performance Storage expansion SLIN for Tier 2
- One (1) Dell EMC Isilon H500 volume performance storage subsystem provisioned with 1TB of volume storage. Additional volume storage is provisioned via the volume storage expansion SLIN for Tier 2

- All necessary switching, cabling, PDUs, racks and other ancillary equipment as outlined in the table below

ViON is providing Dell EMC PowerMax 8000 as the performance storage system for Tiers 1 and 2. PowerMax provides the option for the State to apply protection service levels by application ensuring that critical applications operate at their necessary levels of performance, and prevents a single application from utilizing more performance than it needs. This ability to set service levels is ideal for the State when operating in an 'aaS' model.

It is ViON's recommendation that the State utilize this inherent capability within PowerMax to set application protection and performance levels in order achieve specific RPO and RTO targets.

*ViON is proposes the same base solution for Tiers 1 and 2, and pricing them identically, and recommending that the State utilize the features of PowerMax to deliver RPO/RTO-differentiated application services to its customer base.*

As these features are inherent to PowerMax and are not licensed in addition to any base features, ViON will provide this capability to the State on both Tiers 1 and 2.

Here are some examples of how service levels might be applied to applications being ran by State's customers:

#### **Protected Application**

A storage administrator wants to ensure that a set of SGs is protected from the performance impact of other, noncritical applications that use the storage array. In this case, the administrator assigns the Diamond service level to the critical SGs and sets lower-priority service levels on all other SGs.

For instance:

- An enterprise critical OLTP application requires almost immediate response to each I/O operation. The storage administrator may assign the Diamond level to its SGs
- A batch program that runs overnight has less stringent requirements. So, the storage administrator may assign the Bronze level to its SGs

#### **Service Provider**

A provider of storage for external customers has a range of prices. Storage with lower response times is more costly than that with longer response times. In this case, the provider uses service levels to establish SGs that provide the required range of performance. An important part of this strategy is the use of the Silver and Bronze service levels to introduce delays even though the storage array could provide a shorter response time.

#### **Relative Application Priority**

A site wants to have the best possible performance for all applications. However, there is a relative priority among the protected applications. To achieve this, the storage administrator can assign Diamond, Platinum, and Gold to the SGs that the applications use. The SGs for the higher priority applications have the Diamond service level. The Platinum and Gold service levels are assigned to the remaining SGs depending on the relative priority of the applications.



In normal conditions, there is no delay to any SG because the array has the capacity to handle all I/O requests. However, should the workload increase, and it is not possible to service all I/O requests immediately, the SGs with Platinum and Gold service levels begin to experience delay. This delay, however, is in proportion to the service level allocated to each SG.

ViON's proposed Tier 2 solution includes the following infrastructure with each orderable base solution:

TIER 2 SOLUTION		
Infrastructure Type	Orderable Base Solution	Quantity
Switching	Cisco Nexus 31108TC-V (48x10G,6x100G or 40G QSFP+, PSE)	2
	Cisco Nexus 9300 (36p 40/100G QSFP28)	2
	Cisco UCS Fabric Interconnect	2
Management	Cisco UCS C220M5SX	3
Compute	Cisco UCS 5108 Blade Chassis	1
	Cisco UCS B200 M5 Blade Server	2
SAN	Cisco MDS-9396T Switch w/48 32G SFPs PSE	2
Storage	EMC PowerMax 8000 PRO BASE 2048GB	1
	Dell EMC Isilon H500	4
Software	VMware vSphere Ent Plus (per CPU)	10
	Microsoft Windows Server Std 2012 R2, Supports 2 VM's	2
Rack	Panduit IPI Compute Cabinet, 700mm x 1200mm (CRS)	2

Figure 3: ViON's proposed Tier 2 solution infrastructure

#### 4.2.1.1.2 Managed Services Scope.

The managed-services scope of the on- premise infrastructure is specifically limited to the infrastructure provided under this contract. The State's existing infrastructure is not included within the scope of the managed services scoping goals described below:

ViON includes Managed Services to meet the WVOT requirements under this contract and understands WVOT's *existing infrastructure is not included in stated scoping goals*. Our proposed Managed Services can be used on an as-needed-basis by WVOT. ViON will deliver a talented, experienced team that is accustomed to working in environments across State, Local, and Federal agencies. Our services deliver the following capabilities to the WVOT:

- **Managed Services** – Dedicated teams managing the WVOT technology infrastructure provided under this contract. Our managed services can be delivered onsite or remotely, as applicable and will deliver:
  - Support of the *physical layer* of provided infrastructure

- Support of the *firmware layer* of the provided infrastructure
- Support of the *licensing and hardware* of the provided infrastructure
- Managed Services providing **mentoring, on-the-job training, operating run books, and other documentation** on an as needed basis

ViON managed services will deliver remote management of the VxBlock 1000 using its native turnkey VxBlock Central Software which provides a centralized single pane for unified remote management and administration.

*Through VxBlock Central's remote UI, and integration with VMWare vRealize software, the entire operations lifecycle, including system installation and configuration, system monitoring, patch updates, optimization, and system expansion can be remotely managed.*

Additionally, ViON's Managed Services can deliver other capabilities *beyond the current solicitation scope* and requirements if future needs are realized, and it allows ViON to advise WVOT on such solutions as:

- Enterprise Cloud Managed Services delivering automation and orchestration to the WVOT's hybrid multi-cloud enterprise
- Managed Services for compute, network, big data, and cloud environments through SLA-based services

ViON's years of delivering Managed Services to our customers helps remove the burden of managing IT infrastructure. Our services are designed to reduce WVOT's overall risk – we focus on the technology so customers can focus on the mission. Our experts work across a broad range of technologies to maximize current IT investments.

#### 4.2.1.1.2.1 Physical Layer: services and support of the physical layer of the provided infrastructure.

ViON's Managed Services teams will help alleviate the state's burden of managing the physical infrastructure procured under this contract. Our ViON Managed Services staff *will provide, either onsite or remote infrastructure management of physical hardware* including the use of the Dell VxBlock Central UI remote management tool. Our physical infrastructure managed services include:

- System health including operational state, calculated system health and health reporting
- Advanced, real-time CI-level alerting including operational state alerts, performance alerts, call home alerts, customer alerts and alert forwarding
- Hardware optimization
- OEM Escalation and Resolution for Break / Fix Failures
- Advanced hardware troubleshooting

#### ViON MANAGED SERVICES – WHEN YOU NEED IT!

- ✓ Physical Layer
- ✓ Firmware Layer
- ✓ Licensing and HW Support
- ✓ Future Requirements TBD Support
- ✓ Mentoring and Documentation

#### 4.2.1.1.2.2 Firmware Layer: services and support of the firmware layer of the provided infrastructure.

ViON will deliver onsite or remote, Managed Services to support the ViON solution. Updates that impact security vulnerabilities will be monitored and applied on an ongoing basis, while patches, upgrades, and firmware updates will be applied on regularly scheduled intervals. Our Managed Services can deliver operations and maintenance services such as:

- Firmware Updates – rolling updates to reduce downtime – we manage the process of updates throughout the environment as part of the managed service, seamlessly and with zero to minimal downtime
- Operating System security patches
- Operating System upgrades (minor releases only)
- Hardware firmware upgrades
- Addressing identified security vulnerabilities

To the extent possible, we will perform initial tests for all updates, changes, and upgrades to validate the process and ensure the updates or changes do not negatively impact the operation of the system. ViON will then coordinate with WVOT before implementing patches and updates to the solution. *Updates will be performed remotely as permitted by WVOT, and onsite for updates that require physical presence or to comply with security requirements.*

#### 4.2.1.1.2.3 Licensing & Hardware Support: licensing relating to the support of the physical infrastructure, ensuring equipment is properly supported by the provider.

ViON's Managed Services staff and Program Management Office (PMO) will assist the state through licensing and hardware support of the physical infrastructure ensuring equipment is properly maintained by the provider. Our team will provide asset management including enhanced inventory hierarchy, relationships, and associations of components in the VxBlock systems. Our team accomplish this in collaboration with the ViON Support Center, *fielding all break/fix calls on a 24x7x365 basis*, as well as with the Project Manager overseeing the contract with WVOT.

ViON's Managed Services will help the WVOT reduce license management risks and stay compliant by tracking license expiry dates and being notified in advance of license breaches. We will help WVOT manage license purchases by having a consolidated view of the deployed licenses.

Within the VxBlock Central management dashboard, ViON will help manage the inventory, Release Certification Matrix (RCM), and Advanced Management via secure remote services automatically validating compliance and delivering proactive diagnostics and efficient incident management resolution.

#### 4.2.1.1.2.4 The following aspects of services are NOT included in the scope: operating system, virtualization, software, and applications serviced and supported by WVOT.

ViON acknowledges, understands, and accepts that the operating system, virtualization, software, and applications running on ViON provided infrastructure are outside the scope of ViON's management.



**4.2.1.1.3 Network Infrastructure**

4.2.1.1.3.1 Vendor should provide all components necessary to physically interconnect and enable logical interconnection of the infrastructure to the boundary edge of the provided infrastructure.

**ViON will provide all components necessary to physically interconnect and enable logical interconnection of the infrastructure to the boundary edge of the provided infrastructure.** We understand that procurement of hardware, software, and services to provide network infrastructure and services for the internal State's network are not included in the scope of this service.

4.2.1.1.3.2 WVOT has a separate contract with other providers to procure hardware, software, and services to provide network infrastructure connectivity from the edge of the on-premise infrastructure solution(s) to the internal state network, and therefore are NOT included within the scope of this contract.

ViON understands that the State has existing and separate contracts with other providers to procure hardware, software, and services to provide network infrastructure connectivity for all State infrastructure and network components and locations that reside outside of ViON's proposed on-premise infrastructure solutions, and they are out of scope for this contract.

4.2.1.1.3.3 Data transport services, as it pertains to MPLS, site-to-site, and cloud interconnect connections are NOT included in the scope of the solution.

ViON understands that data transport services, as pertaining to MPLS, site-to-site, and cloud interconnect connections are *NOT* included in the scope of our proposed solution or this contract.

**4.2.1.1.4 Architecture and Design**

Vendor's solution architecture should be designed to have accommodate future growth without requiring a major redesign during the contract.

ViON's proposed solution architecture, consisting of Dell EMC vBlock 1000 for the on-premise infrastructure, is a very mature and stable product that was designed specifically to enable future growth in a 3-tier architecture without requiring any major redesign. The base solution main components have been validated and tested and have remained stable throughout the product evolution. *The components contained within the base solution are natively expandable via a traditional "scale out" methodology of adding additional compute nodes, storage shelves, racks and networking gear as needed to expand the solutions.*

Additionally, ViON's proposed Enterprise Data Backup solution, Dell Technologies' IDPA, has also been *designed with simplicity and expandability in mind. IDPA can accommodate future growth* by scaling the "Base" solution via "Expansion" SLINs as outlined in the Cost Sheet, without requiring a major redesign of the backup implementation.

**4.2.1.1.5 Physical Data Center Locations**

The scope of the contract is to provide the on-premise infrastructure for on-premise data center location(s) within the State of West Virginia or any location on the United States East Coast. The data center locations are outside the scope of this contract and will be managed by the State or through a separate contract. The initial location for physical equipment provided through this





contract is intended to be West Virginia Regional Technology Park, 2020 Union Carbide Drive, Building 6000, South Charleston, Kanawha County, West Virginia, USA

ViON understands that the scope of this contract is limited to on-premise infrastructure for on-premise data center locations within the State of West Virginia, or any location on the United States East Coast. We additionally understand that these data center locations are outside of the scope of this contract and will be managed by the State through a separate contract.

**The above notwithstanding, wherever the location of the data center, ViON has experience and engineers with the ability to maintain data centers throughout the continental United States and is able to support any new or alternate locations the State of West Virginia determines.**

#### 4.2.1.1.6 Data Center Footprint.

Any solution proposed by the Vendor should make use of the smallest footprint (e.g. rack space) possible. WVOT has a finite number of racks in the initial lease of our data center space and making efficient use of the racks is going to be a factor in our award decision. Vendor should include the total number of racks needed for their solution in the response to this RFP. WVOT's co-located lease defines the rack size requirements to be a standard 42U (either 2-post or 4-post) rack.

ViON's proposed solutions for on-premise infrastructure and Enterprise Data Backup makes use of the smallest footprint and shall be contained within standard 42U data center racks (either 2-post or 4-post). While the total footprint of our proposed solutions is dependent upon the total quantity of solutions ordered within each tier, the following rack quantities will be required of each solution:

- Tier 0: one (1) x 42U rack
- Tier 1: one (1) x 42U rack
- Tier 2: one (1) x 42U rack
- Enterprise Data Backup: one (1) x 42U rack

Please note rack quantities are only indicative of a production environment. Rack count in disaster recovery (DR) will equal rack count in production.

#### 4.2.1.1.7 Rack Specifications.

Vendor's racks used for their solution should have dual power distribution feeds that are connected to separate US standard 220V 30A twist-lock receptacles (L630P plugs should be needed to mate to L630R receptacles) at the data center location. All equipment should have redundant power supplies that can absorb the entire electrical load for that piece of equipment should one fail. Vendor should install power and network connectivity from the bottom of the rack to the top of the rack using standard methods for ensuring the wiring within the rack is kept neat and organized.

ViON's proposed solution, the Dell EMC VxBlock 1000, comes in a black (or white upon request) Intelligent Physical Cabinet with features that include *state-of-the-art cable management, optimal energy efficiency design, real-time intelligence reporting, access controls, and door / temperature sensors.*

The Intelligent Physical Cabinet *will contain dual redundant power distribution feeds that are connected to separate US standard 220V 30A circuits via L6-30p plugs which will mate with the State's required L6-30R receptacles.* Power connections will be routed below the cabinet in order to keep the State's data center more organized.

#### 4.2.1.1.8 Physical Cabinets Access Control.

Vendor's solution should address physical security controls as it relates to cabinets. Vendor should provide documentation on how their proposed physical cabinet solution is auditable with respect to security controls.

ViON's proposed tiered solution, based on Dell EMC VxBlock 1000, includes Panduit Intelligent Platform Infrastructure (IPI) cabinets to house each solution. The IPI solution consists of multiple components that combine to provide advanced physical infrastructure information.

*The Panduit IPI solution meets the specific requirement of 4.2.1.1.8 by providing both manual and automated physical locking capabilities of the cabinet.* Additionally, these physical security events, whether initiated manually or via software controls, are logged within the IPI appliance for future auditing needs by WVOT.

ViON meets the documentation requirement by providing the Panduit IP User Manual in Appendix D, and specifically documentation outlining the auditable security controls for the physical cabinet are provided on page 10 in the Panduit IPI Troubleshooting Guide located in Appendix C.

#### IPI Appliance

The IPI solution contains the IPI Appliance that is configured within the IPI cabinet. *The IPI Appliance provides an intelligent gateway to gather information about power, thermals, security, alerts, and all components in the physical infrastructure for each cabinet.*

Dell EMC Vision Intelligent Operations uses SNMP to poll the status of the IPI Appliance and send the results to the MSM API and management dashboard. The IPI Appliance incorporates door thermal sensors, door handle sensors, HID security door handles, and intelligent PDUs. The IPI Appliance is the central point of information for all intelligent operations in the cabinet. The PDUs enable remote monitoring capabilities in each IPI cabinet and outlet-level control for each PDU. Each cabinet has its own appliance with standard, redundant power. The IPI Appliance is configured with default settings in the factory.

Within the solution, there are environmental, security, and power requirements, in addition to asset and thermal management considerations.

#### IPI Cabinet

All cabinets provide a customized cable management system and include castors. Seismic brackets are included in the rack kit.

*The IPI cabinet is configured with an IPI Appliance and is of the following size:*

- 700mm wide x 1200mm deep, 42U base cabinet

#### 4.2.1.1.9 Infrastructure Ownership.

The State does not stipulate the solution model as it pertains to the ownership of the on-premise infrastructure provided by the vendor. The vendor should describe the concept of ownership



within their proposal and explain how the model supports the goals and objectives of this solicitation.

ViON's concept of ownership under our aaS model as proposed for this effort reflects ViON retaining ownership of all assets delivered under this solicitation for on-premise infrastructure. While we own the underlying technology, we do not own or have rights to WVOT data nor are there additional fees to access data in our model. Under our model, we manage all delivered assets across the lifecycle of the WVOT contract from procurement of the requested hardware and/or software, to contractually agreed upon Ready for Use (RFU) hand-off criteria, all associated warranty and maintenance agreements and services, and technical refresh of associated assets.

*By retaining ownership, ViON can deliver the on-premise IaaS to the WVOT at an all-included monthly cost, providing capacity on demand, and utilizing operational funding to accomplish the State's goals.* This in turn will allow the State to reduce unnecessary capital expenditures to buy excess capacity when not needed and eliminate the burden of planning for technical refresh of infrastructure and the expensive out-year maintenance bills.

#### 4.2.1.1.10 On-Premise Infrastructure Proposal.

Vendor should provide documentation outlining how their solution helps the State achieve the goals and objectives outlined in this RFP for on-premise infrastructure. In addition, the documentation should specifically seek to address the following:

ViON's past performance and experience in managing on-premise infrastructure for other customers, combined with the WVOT customer facility and environmental data will drive our solution development for WVOT. Our infrastructure management process, as documented in Appendix A, (example Implementation and Transition Plan developed and followed in support of another Government customer program), provides WVOT with an example of how we can and will aid in meeting the goals and objectives captured in the WVOT RFP. *We will work with the WVOT team to further develop and continuously refine documentation to address the data center consolidation, cost efficiencies/optimization, data center agility, technical specification, data retrieval, data volume and performance and cost areas of interest addressed in the following sections.*

ViON meets and describes our approach to requirements 4.2.1.1.10.1, 4.2.1.1.10.2., 4.2.1.1.10.3, 4.2.1.1.10.4, 4.2.1.1.10.5, 4.2.1.1.10.6, and 4.2.1.1.10.7 in the following section.

Requirement Section	Requirement	Paragraph Reference	Meets Requirement
4.2.1.1.10.1	Enhancing the State's ability to conduct data center consolidation.	Page 31	YES
4.2.1.1.10.2	Enabling opportunity to address the various business drivers, while seeking cost efficiencies and optimization	Page 31-32	YES
4.2.1.1.10.3	Enabling agility and flexibility in data center resources	Page 32	YES
4.2.1.1.10.4	For each tier, provide a comprehensive outline of the technical specifications of their solution.	Page 33-35	YES



Requirement Section	Requirement	Paragraph Reference	Meets Requirement
4.2.1.1.10.5	Explain how the performance storage is designed to address data retrieval as the primary driver	Page 35-38	YES
4.2.1.1.10.6	Explain how volume storage is designed to address data volume as the primary driver	Page 38-39	YES
4.2.1.1.10.7	Explain how your storage offerings are specifically designed to balance performance and cost efficiencies	Page 39	YES

Figure 4: How ViON Meets WVOT Goals and Objectives

#### 4.2.1.1.10.1 Enhancing the State's ability to conduct data center consolidation.

*ViON's proposed solutions, based upon Dell EMC's VxBlock 1000, enhances the State's ability to conduct data center consolidation by providing a modernized single consolidated converged infrastructure platform to replace the State's aging heterogenous IT infrastructure. Consolidation is improved due to the compute and storage density that is provided by each single Dell EMC VxBlock 1000 as compared to the state's aging 3-tier legacy architectures.*

Migrating to a VxBlock 1000 provides the State with a highly integrated full stack solution that is supported top to bottom by a single vendor, simplifying the support process. A VxBlock 1000 is engineered and manufactured following strict repeatable standards and best practices. In fact, the learnings from every VxBlock that is deployed contribute to the continued improvement of future guidelines and best practices.

*This means ViON's Dell EMC solution continually improves upon the guidelines and best practices achieved from the thousands of deployments that have already taken place. The reliability and availability of a VxBlock 1000 is such that it will allow WVOT the confidence to run the most mission-critical workloads which have to date been dispersed across many different data centers and types of infrastructure.*

*According to an IDC white paper, customers who deployed a VxBlock System reported up to 91% fewer impactful unplanned outages.*

#### 4.2.1.1.10.2 Enabling opportunity to address the various business drivers, while seeking cost efficiencies and optimization.

ViON's proposed solution, based upon Dell EMC VxBlock 1000, addresses the specific business drivers laid out for each of the three (3) base solution tiers as outlined in the tier specifications in 4.2.1.1.1.4, 4.2.1.1.5, and 4.2.1.1.6. Specifically, the Dell EMC VxBlock 100 addresses the business drivers of cost for Tier 0, balanced cost and performance for Tier 1, and high performance / disaster recovery for Tier 3. Additionally, the VxBlock 1000 helps drive costs efficiencies and optimization for WVOT via the following mechanisms.

#### Simplified Operations

**VXBLOCK 100 SYSTEM  
ADVANTAGE**

- ✓ Single Consolidated Converged Infrastructure Platform
- ✓ Continually Improves Through Thousands of Deployments
- ✓ Up to 91% Fewer Reported Outages



***By fully integrating all the components into one VxBlock 1000 and delivering a turnkey engineered user experience, ViON's solution offloads the burden of component integration and testing from WVOT.***

All of the component interoperability testing, and all the ongoing testing and certification of component upgrades are handled by the OEM and ViON, allowing WVOT to focus on business needs (and less on infrastructure management). According to the IDC white paper referred to above, customers who deployed a VxBlock System reported spending up to 52% less time on infrastructure management (keeping the lights on).

#### **More Efficient Operations**

The VxBlock 1000 takes efficient operations a step further. With the VxBlock 1000 WVOT can benefit for the unprecedented choice of mixing multiple different storage types, compute options, networking, and data protection options in one system to support all required mixed workloads.

***One system to deploy. One system to manage. One system to support and maintain.***

And for those large environments, where multiple VxBlock 1000s are required, WVOT can enjoy the simplicity and efficiencies of centralized management. The VxBlock 1000 also allows WVOT to pool and share the resources within the system to maximize utilization, eliminate stranded capacity, and increase return on investment (ROI). When workloads requirements change, resources can be reassigned to support new workload requirements.

#### **Lower Cost of Operations**

According to an ESG White Paper, up to 25% of respondents agreed that improved total-cost-of-ownership was the most significant benefit to an organization deploying a converged infrastructure. ***Moreover, according to an IDC White Paper, VxBlock System customers saw up to an eight (8) month payback, up to 640% 5-year ROI and up to 61% lower cost of operations.***

#### **Faster Time-To-Value**

By deploying a VxBlock System WVOT is well on the way to IT Transformation and can be assured of a faster time-to-value than traditional 3-tier architectures. With a VxBlock System you can expect faster deployment time, up to a 34% faster application development lifecycle, and up to 80% faster upgrades. ***Additionally, with the VxBlock 1000 WVOT will receive faster problem resolution with one call support for all components, as well as faster upgrade planning with access to the Dell EMC Converged Platforms and Solutions Technical Resource Center Portal providing WVOT with real-time awareness and a proactive approach to lifecycle assurance.***

#### **4.2.1.1.10.3 Enabling agility and flexibility in data center resources.**

ViON's proposed solution, based upon Dell EMC VxBlock 1000, removes the complexities out of IT so that WVOT can benefit from greater business agility, increased data center efficiency, and better operational simplicity.

The VxBlock 1000 gives WVOT the flexibility of choosing the right mix of compute, storage and virtual resources and data services, today and in the future, for WVOT's evolving application requirements. If requirements change, thanks to the "aaS" model that ViON is proposing WVOT can safely add new resources or remove resources or realign resources to address those new requirements.

4.2.1.1.10.4 For each tier, provide a comprehensive outline of the technical specifications of their solution.

Please see ViON's response to 4.2.1.1.1.4, 4.2.1.1.5 and 4.2.1.1.6 and those noted at sections 4.2.4.3.5, 4.2.4.3.6, and 4.2.4.3.7 for a comprehensive outline and information regarding the technical specifications for each tier of ViON's proposed solution and how we meet or exceed each requirement. The tables below summarize each tier.

TIER 0 SOLUTION		
Infrastructure Type	Orderable Base Solution	Quantity
Switching	Cisco Nexus 31108TC-V (48x10G,6x100G or 40G QSFP+, PSE)	2
	Cisco Nexus 9300 (36p 40/100G QSFP28)	2
	Cisco UCS Fabric Interconnect	2
Management	Cisco UCS C220M5SX	3
Compute	Cisco UCS 5108 Blade Chassis	1
	Cisco UCS B200 M5 Blade Server	2
SAN	Cisco MDS-9396T Switch w/48 32G SFPs PSE	2
Storage	Unity 680F DPE 25 x 2.5 Dell FLD RCK	1
	Dell EMC Isilon H500	4
Software	VMware vSphere Ent Plus (per CPU)	10
	Microsoft Windows Server Std 2012 R2, Supports 2 VM's	2
Rack	Panduit IPI Compute Cabinet, 700mm x 1200mm (CRS)	1

Figure 5: ViON's proposed Tier 0 solution infrastructure

TIER I SOLUTION		
Infrastructure Type	Orderable Base Solution	Quantity
Switching	Cisco Nexus 31108TC-V (48x10G,6x100G or 40G QSFP+, PSE)	2
	Cisco Nexus 9300 (36p 40/100G QSFP28)	2
	Cisco UCS Fabric Interconnect	2
Management	Cisco UCS C220M5SX	3
Compute	Cisco UCS 5108 Blade Chassis	1
	Cisco UCS B200 M5 Blade Server	2
SAN	Cisco MDS-9396T Switch w/48 32G SFPs PSE	2
Storage	EMC PowerMax 8000 PRO BASE 2048GB	1





	Dell EMC Isilon H500	4
Software	VMware vSphere Ent Plus (per CPU)	10
	Microsoft Windows Server Std 2012 R2, Supports 2 VM's	2
Rack	Panduit IPI Compute Cabinet, 700mm x 1200mm (CRS)	2

Figure 6: ViON's proposed Tier 1 solution infrastructure

TIER 2 SOLUTION		
Infrastructure Type	Orderable Base Solution	Quantity
Switching	Cisco Nexus 31108TC-V (48x10G,6x100G or 40G QSFP+, PSE)	2
	Cisco Nexus 9300 (36p 40/100G QSFP28)	2
	Cisco UCS Fabric Interconnect	2
Management	Cisco UCS C220M5SX	3
Compute	Cisco UCS 5108 Blade Chassis	1
	Cisco UCS B200 M5 Blade Server	2
SAN	Cisco MDS-9396T Switch w/48 32G SFPs PSE	2
Storage	EMC PowerMax 8000 PRO BASE 2048GB	1
	Dell EMC Isilon H500	4
Software	VMware vSphere Ent Plus (per CPU)	10
	Microsoft Windows Server Std 2012 R2, Supports 2 VM's	2
Rack	Panduit IPI Compute Cabinet, 700mm x 1200mm (CRS)	2

Figure 7: ViON's proposed Tier 2 solution infrastructure

Required by the State	Provided by ViON	Significance/Benefit
24 CPU cores at 2.6Ghz processing speed	64 CPU cores at 2.80Ghz processing speed	<b>Exceed.</b> ViON believes the State's virtualization performance and virtual machine density requirements will be better fulfilled with 32 CPU cores per node, and ViON is providing 2 nodes in each base solution. This CPU core density also provides the State better cost efficiencies than 24





Required by the State	Provided by ViON	Significance/Benefit
		CPU cores would in the current generation of Intel Cascade Lake processors. Increase of 166% CPU Cores.
512GB RAM	1152GB of RAM	Exceed. Based on OEM best practices, ViON believes the State's virtual machine density requirements will be better met with 576GB of RAM per node, and ViON is providing 2 nodes in each base solution. Increase of 125% of RAM.
500GB Performance Storage	500GB Performance Storage	Meet. ViON agrees with the State that a 500GB starting capacity for Performance Storage in each base tier allows the State the most flexibility when expanding or decreasing Performance Storage via an as-a-Service consumption model.
1TB Volume Storage	1TB Volume Storage	Meet. ViON agrees with the State that a 1TB starting capacity for Volume Storage in each base tier allows the State the most flexibility when expanding Volume Storage via an aaS consumption model.

Figure 8: ViON's exceeds required Specifications

4.2.1.1.10.5 Explain how the performance storage is designed to address data retrieval as the primary driver.

ViON's proposed performance storage for Tier 0 is Dell EMC's Unity 680F storage array. *This delivers the following features, fulfilling WVOT's requirement that data retrieval be the primary driver:*

- **Dual-Active Architecture:** Dell EMC Unity storage uses both storage processors (SPs) to serve host I/O and run data operations in an active/active manner, thereby efficiently making use of all available hardware resources and optimizing performance, cost, and density in customer data centers
- **Truly Unified Offering:** Dell EMC Unity storage delivers a full block and file unified environment in a single 2U enclosure. You can use the same pool to provision and host LUNs, consistency groups, NAS servers, file systems, and Virtual Volumes alike. The Unisphere management interface offers a consistent look and feel whether managing block resources, file resources, or both
- **A Modern, Simple Interface:** Unisphere, the Dell EMC Unity management interface, is built with the today's data-center administrator in mind. Using browser-native HTML5, Unisphere can be used across a variety of operating systems and web browsers without the need of additional plug-ins. The interface has been designed to mimic the practical flow of an administrator's daily life, organizing provisioning and management functions into easy-to-find categories and sections
- **Flexible Deployment Options:** With Dell EMC Unity storage, a deployment offering exists for a range of different use cases and budgets, from the virtual offering of Dell EMC UnityVSA to the purpose-built Dell EMC Unity platform. The purpose-built Dell EMC Unity system can be configured as an all-flash system with only solid-state drives, or as a hybrid system with a mix of solid-state and spinning media to deliver the best on both performance and economics
- **Inline Data Reduction:** Data reduction technologies play a critical role in environments in which storage administrators are attempting to do more with less. Dell EMC Unity data reduction aids in this effort by attempting to reduce the amount of physical storage needed to save a dataset, which helps reduce the total cost of ownership (TCO) of a Dell EMC Unity storage system. Dell EMC Unity data reduction provides space savings through the use of data deduplication and compression. Data reduction is easy to manage, and once enabled, is intelligently controlled by the storage system
- **Optional I/O Modules:** A diverse variety of connectivity is supported on the purpose-built Dell EMC Unity platform. I/O modules are offered in 12 Gb SAS (for back-end expansion), 16 Gb Fibre Channel (4-port), 10GbE optical (in 2- and 4-port variants), and 10 GbE and 1 GbE BaseT (4-port). I/O modules that support iSCSI and NAS may be used for both simultaneously
- **Expanded File System:** At its heart, the Dell EMC Unity file system is a 64-bit-based file system architecture that provides increased maximums to keep pace with the modern data center. Provision file systems and VMware NFS datastores in sizes as large as 256 TB and enjoy creating multiple millions of files per directory and subdirectories per directory
- **Native Data Protection:** Security and availability of data are critical concerns for many customers, and Dell EMC Unity storage offers multiple solutions to address this need. Unified snapshots provide point-in-time copies of block and file data that can be used for backup and restoration purposes. Asynchronous replication offers an IP-based replication

strategy within a system or between two systems. Synchronous block replication benefits FC environments that are close together and require a zero-data loss schema. Data at Rest Encryption (D@RE) ensures user data on the system is protected from physical theft and can stand in the place of drive disposal processes, such as shredding

- **VMware Integration:** Discovery of a VMware environment has never been easier, thanks to Dell EMC Unity VMware Aware Integration (VAI). You can use VAI to retrieve the ESXi™ host and vCenter® environment details into Unisphere for efficient management of the virtualization environment. Support for VMware vStorage APIs for Storage Awareness (VASA) and later enables the provisioning and use of VMware® vSphere® Virtual Volumes (vVols), a virtualization storage technology delivered by VMware ESXi. Dell EMC Unity supports vVols for both block and file configurations
- **Multiple Management Paths:** Configure and manage Dell EMC Unity system in the way you are most comfortable. The Unisphere GUI is browser-based and provides a graphical view of the system and its resources. Use Unisphere CLI (UEMCLI) over SSH or a Windows host to run CLI commands against the system. Dell EMC Unity storage also has a full REST API library available. Any function possible in Unisphere is also possible using Dell EMC Unity REST API. Developing scripts or integrating management of the Dell EMC Unity system into existing frameworks has never been easier

ViON's proposed performance storage for Tiers 1 and 2 is Dell EMC's PowerMax 8000 storage array.

*This delivers the following features, meeting WVOT's requirement that data retrieval be the primary driver:*

- **Unprecedented Performance** and superior performance density delivering up to 15 Million IOPS and 350GB per second (PowerMax 8000) of sustained bandwidth and up to 50% better response times – all without compromising enterprise class features
- **Massive Scale:** performance (millions of IOPS), connectivity (100's of ports), capacity (4 PBe), replications (millions of snaps), and LUNs/devices (64,000)
- **Mission-Critical Availability** that also leverages the gold standard in remote replication, SRDF, to deliver the highest levels of availability
  - Other all-flash or niche NVMe arrays lack a rich set of native data services or place limits on which data services can co-exist on the array. This results in additional data center complexity in terms of vendor management, storage administration and orchestration between application and storage teams to deliver necessary data services. PowerMax dramatically simplifies operations by providing all required data services without limits or compromises
- **Proven Security** features that meet corporate governance and compliance requirements, prevent accidental or malicious intrusion and are compatible with all PowerMax's data services. Key features include but are not limited to: Data-at-rest-encryption (D@RE) with internal and external key management, secure snaps, tamper proof audit logs, and secure access controls

- Other high-end storage vendors may offer similar security capabilities, but they require customers to make painful feature tradeoffs. PowerMax security features work across all available data services
- **Massive Consolidation** with native support for open systems, mainframe, IBM i, unified block and file, and VMware Virtual Volumes support for diverse mission-critical storage needs
  - No other product in the all-flash market natively supports open systems and mainframe, block, and file, along with IBM i hosts. Others may make claims but require additional infrastructure and hardware to meet the same native capabilities of PowerMax
- **Reliable Protection** with active/active data center replication for high availability that offers non-stop data access and workload mobility, for the ultimate in disaster recovery. Plus, storage-integrated data protection with Dell EMC Data Domain and Dell EMC PowerProtect Storage Direct enables non-intrusive data protection of PowerMax workloads, with up to 20x faster backups and empowers storage administrators to own their data protection
- **Efficiency** with inline deduplication and enhanced compression to minimize storage footprint. Plus, more than 2x better rack density and up to 40% lower power consumption compare to previous models (VMAX 950F)
- **Investment Protection** with no hidden costs through the Future Proof Loyalty Program

#### 4.2.1.1.10.6 Explain how volume storage is designed to address data volume as the primary driver.

ViON's proposed volume storage for Tiers 0, 1 and 2 is Dell EMC's Isilon storage array

*This delivers the following features, addressing WVOT's requirement that data volume be the primary driver:*

Dell EMC Isilon hybrid storage platforms, powered by the OneFS operating system, use a highly versatile yet simple scale-out storage architecture to speed access to massive amounts of data, while dramatically reducing cost and complexity. The hybrid storage platforms are highly flexible and strikes the balance between large capacity and high-performance storage to provide support for a broad range of enterprise file workloads. The hybrid storage platforms are available in 4 product lines, and the Isilon H500 was chosen for WVOT's specific requirements:

- **H500:** This versatile hybrid platform delivers up to 5 GB/s bandwidth per chassis with a capacity ranging from 120 TB to 720 TB per chassis<sup>1</sup>. The H500 is an ideal choice for organizations looking to consolidate and support a broad range of file workloads on a single platform

Dell EMC Isilon H500 storage platforms are powered by the OneFS operating system and use a dense, *modular architecture to provide a powerful, yet simple scale-out storage platform to speed access to unstructured data, while reducing cost and complexity.*

- **Efficiency:** OneFS powered scale-out storage delivers over 80 percent storage utilization versus about 50 percent for traditional platforms. SmartDedupe data deduplication



software enhances storage efficiency to reduce physical storage requirements. The policy-based, automated tiering options allow you to optimize storage resources and further lower costs

- **Flexibility:** OneFS powered storage solutions support all major protocols and data access methods including NFS, SMB, HDFS, HTTP, and FTP. This means that you can support a wide range of applications and workloads on a single platform
- **Data Protection:** The storage is highly resilient and offers N+1 through N+4 redundancy. You may also choose from a variety of efficient and proven enterprise data backup and disaster recovery options
- **Security:** OneFS offers a broad range of security options including FIPS 140-2 level 2 self-encrypting drives, role-based access control (RBAC), secure access zones, SEC 17a-4 compliant WORM data immutability, SMB3 encryption, HDFS Transparent Data Encryption (TDE) and file system auditing

4.2.1.1.10.7 Explain how your storage offerings are specifically designed to balance performance and cost efficiencies.

ViON's proposed storage offerings for Tiers 0, 1 and 2 were specifically selected because they were *designed to meet the requirement of the State that the storage offerings should balance performance and cost efficiencies.*

*For Tiers 0, 1 and 2 Volume Storage, the Dell EMC Isilon was configured with 4TB drives in order to give the State the greatest capacity to grow in a smaller footprint than utilizing 2TB drives.*

Specifically, for Volume Storage for Tiers 0, 1 and 2 ViON is delivering 60 x 4TB in a 4-node Isilon H500 cluster, or 240TB raw volume storage in 4U.

For Tier 0 Performance Storage, the Dell EMC Unity 680F was configured with 7.68TB SSD drives in order to give the State the greatest capacity to grow in a smaller footprint than utilizing 2TB drives. Additionally, due to the advanced data reduction features of Isilon, ViON expects the State to achieve a much higher effective capacity than what is being delivered in RAW TB.

Specifically, for Performance Storage for Tier 0 ViON is delivering 6 x 7.68TB SSD drives in a Unity 680F, or 41.9TB raw, 26.29TB usable and a conservative estimated 52.5TB of effective capacity.

For Tiers 1 and 2 Performance Storage, the Dell EMC PowerMax 8000 was configured with 7.68TB drives in order to give the State the greatest capacity to grow in a smaller footprint than utilizing 2TB drives. Additionally, due to the advanced data reduction features of Isilon, ViON expects the State to achieve a much higher effective capacity than what is being delivered in RAW TB.

Specifically, for Performance Storage for Tiers 0, 1 and 2 ViON is delivering 8 x 7.68TB SSD drives in a PowerMax 8000, or 61.4TB raw, 54TB usable and a conservative estimated 108TB of effective capacity.

4.2.1.2 Enterprise Data Backup.

The State seeks an enterprise data backup solution for this contract. The following specifications provide the goals and services included in this solicitation:

***The Dell EMC IDPA DP8300 that is being proposed will provide the ability to leverage existing the data protection solution to ensure the smoothest possible integration, migration and transition of existing workloads and backups.***

***This will minimize deployment complications and overall level of effort and cost.***

In addition, existing backup administrators will already be familiar with the technology that is being used which will also provide a better overall transition to the new environment.

4.2.1.2.1 Vendor's proposed solution should include applicable, supported hardware, software, middleware, technical dependencies, and managed services (as scoped) to enable an enterprise data backup capability.

ViON's proposed solution for ***Enterprise Data Backup is Dell's Integrated Data Protection Appliance (IDPA)***. This appliance provides the most efficient means of protecting a massive ecosystem of applications and workloads while ***constantly improving time-to-value reducing overall cost and complexity, and decreased growth expectations.***

Most existing data protection solutions require multiple products and vendors to fully implement which can result in extended and complex deployments and are very expensive to manage, administer, and maintain. Most importantly many of these solutions fall short and provide fragmented data protection coverage for customer environments.

***Dell-EMC's IDPA is an integrated turnkey solution that reduces the complexity of managing multiple data protection components and vendor maintenance and support requirements.*** The IDPA simplifies overall installation, deployment and management and provides a powerful enterprise data protection solution that accommodates all ranges of environments (from small, to medium, large and enterprise levels).

***The IDPA is a converged and integrated solution that includes all applicable hardware, software, middleware which provides an independent data protection solution that meets all technical dependencies along with the managed services that will be provided as part of this contract to be able to provide an enterprise data backup capability.***

The IDPA solution provides backup, replication, recovery, in-line deduplication, VM instant access and restore capabilities, advanced search, analytics, and reporting including some of the industry's best VMware integration. In addition, the solution offers integrated cloud readiness with disaster recovery capabilities to multiple vendors and long-term data retention leveraging object storage – all in a single appliance.

4.2.1.2.2 The solution should be capable of providing industry best practices in enterprise data backup capabilities.

#### DELL IDPA ADVANTAGES:

- ✓ Single Product Vendor Simplifies Management and Reduces Costs
- ✓ Accommodates Small, Medium, Large, or Enterprise Network Environments
- ✓ Provides backup, replication, recovery, deduplication, VM instant access restore, advanced search, and analytics



All IDPA components are capable of providing industry best practices in enterprise data backup capabilities and ViON deploys the IDPA *using industry best practices* which are defined in the hardware, software, and security configuration guides for each integrated component. The IDPA integrated appliance configuration manager interface enforces an optimal environment for the most efficient operation of the appliance internal components. Administrators can configure and tune the IDPA to improve performance levels, capacity, and availability as needed using Dell EMC's best practices configuration guides for sizing guidance & deployment.

Dell EMC ProDeployment along with ViON Professional Services will *ensure best practice guidelines and recommended configurations are adhered to as part of the implementation* and deployment of the IDPA. This will include subsequent data migration and consolidation of existing backup data and workloads being migrated to IDPA and replicated to DR sites.

4.2.1.2.3 The solution should include capabilities designed to provide enhanced cybersecurity protection, such as protection against ransomware cyber-attacks.

Our solution supports the capability to add an additional layer of protection against ransomware cyber-attacks. This is accomplished by extending the data protection environment to include an Air-Gap Cyber Recovery Vault solution which includes an analytics layer that compensates for the gaps in real-time protection. The *Cyber-Recovery Vault includes advanced analytics and Cyber Recovery tools (Cyber Sense)* that look at how data changes. Each scan of the data is an observation that looks for unusual changes in files or databases. As new scans or observations occur, changes indicative of cyber-attacks are continuously monitored.

#### VIION CYBER PROTECTION:

- ✓ Constant Observation for Behavior Indicative of Cyber Attacks
- ✓ Tools to Immediately Quarantine and Replace Corrupt Data
- ✓ Analysis of both File Content and Metadata for Corruption

Assuming that current security solutions are not 100% effective and data has been corrupted, tools such as CyberSense from Index Engines can locate, isolate & quarantine corrupt data using analytics and machine learning while providing the ability to replace the corrupt or compromised data with the last known good version (including from an air gap cyber recovery vault solution). A successful cyber-attack can be discovered, and the files replaced quickly with minimal business interruption.

Where most cybersecurity tools look at metadata, ours also focuses on the content. Some ransomware corrupts inside files or databases, and if only the metadata is monitored then this attack will not be detected. The following are some of the attack vector categories: encryption of files or pages in a database, corruption of key data structures, or mass deletion/creation of data. Over 40 different statistics are utilized which look for changes in data that are representative of these types of attacks.

4.2.1.2.4 The solution should include capabilities designed to enable cost efficiencies in data storage requirements.

The IDPA DP8300 supports the largest application ecosystem and features an average deduplication rate of 55:1. With typical deduplication and native Cloud Tier for long-term retention, the IDPA DP8300 can protect up to 108 PB of logical data.





***The IDPA DP8300 will ensure customers achieve lowest cost-to-protect and is protected by Dell-EMC's Future-Proof Loyalty program which will span across aaS models to customers.***

This program essentially ensures Data Protection Deduplication rates up to 55:1 with a 3-year satisfaction policy that provides predictable costs related to support and hardware maintenance as well. This includes a Cloud-Enabled Infrastructure, Cloud Mobility, Data Protection Services and Management at no additional cost (included with the purchase of ProSupport maintenance that is part of the aaS offering).

The IDPA DP8300 will seamlessly integrate into customers' existing legacy infrastructures with the need to be content aware. The DP8300 is also application agnostic and can deduplicate data across application silo's and physical locations to protect the entire organization on a consolidated platform.

The IDPA DP8300 has inherent design features such as in-line variable length source side deduplication which will not only reduce network bandwidth requirements by as much as 98% but will also drastically reduce overall backup times and storage requirements on the DP8300. This technology also applies to backup data that is transmitted or replicated site to site (from one IDPA to another) but also to the cloud, whether on-prem or in a public cloud provider.

#### 4.2.1.2.5 Transition Timeline:

The vendor should be capable of implementing a transition from the existing enterprise data backup to the Vendor's solutions within sixty (60) days of the contract award.

***ViON understands and acknowledges implementing a transition from the existing enterprise data backup solution to our solution will be within 60 days of the contract award. We have already worked with WVOT for the existing enterprise data backup solution, which will make implementing the new solution the smoothest possible transition as the solutions are the same from Dell Technologies.***

The existing legacy data protection systems are Dell-EMC (primarily) which consist of Avamar, Data Domain and an IDPA DP8300 located at the current primary data center (deemed to be the new DR location).

The fact that the existing data protection environment consists mainly of technology from the same vendor will have a significant impact on the overall level of effort required to successfully implement the new data protection solution. This also will have very significant impacts on overall integration, migration, training, management, and transition to the new design.

Migration of workloads from the existing data protection systems over to the new IDPA DP8300 will require much less effort than migrating to a different data protection system. One that would require full rehydration (restore) of all existing backups in order to back up the data again to conform with the new solutions data format. This process would not be required with the IDPA DP8300 – any data that currently resides on the legacy Avamar, Data Domain or IDPA systems can be easily migrated over to the new IDPA DP8300 with NO rehydration required.

***This means that only a minimal amount of data from other data protection systems would need to be migrated over to the new IDPA DP8300 – and this also means that minimal effort would be required reconfiguring existing clients, hosts, applications and VMware environments with the new IDPA DP8300.***



Again, this is because the system already will have compatible backup agents, plug-ins and clients that can easily be re-registered with the new IDPA DP8300. All of these factors will have significant impacts on the overall time and effort required to implement the new IDPA DP8300 into the existing environment.

#### 4.2.1.2.6 Transition Plan:

A transition plan should be provided to the State for approval that outlines the transition from the existing enterprise backup to the Vendor's solution. This should be accomplished within thirty (30) days of contract award.

ViON agrees, understands, and accepts the State's requirement to provide a transition plan for the State's approval outlining the transition from the existing enterprise backup to ViON's solutions. *This will be accomplished within 30 days of contract award.*

#### 4.2.1.2.7 Managed Services Scope:

The enterprise data backup scope is NOT limited to the data located on infrastructure provided under this contract. The State seeks to leverage this component of the contract to backup data in both the provided infrastructure and existing, state-owned, on-premise infrastructure requiring data backup. The solution should include the following:

**Physical Layer:** Services and support of the physical layer of the Enterprise Data Backup & Protection Service.

**Firmware Layer:** Services and support of the firmware layer of the Enterprise Data Backup & Protection Service.

**Application Layer:** License(s), services, and support for installation, configuration, documentation, training, and operational hand-off to the State of an enterprise-class data backup capability.

*ViON will deliver onsite and, as allowed, remote Managed Services to support the ViON Enterprise Data Backup & Protection Service, including data not located under infrastructure provided under this contract including existing, state-owned, on-premise infrastructure requiring data backup. ViON's managed services will leverage IDPA's native HTML5 Web Interface for secure remote management and administration of the DP8300. There are two separate remote management tools used to manage and administer the DP8300, the Appliance Configuration Manager (ACM) and the IDPA System Manager console.*

The ACM Dashboard is utilized for remote administration and management of the IDPA DP8300 appliance itself. This includes a single pane of glass centralized console for all tasks and operations required to manage and access the IDPA System Manager, Protection Storage, Backup Server, Reporting and Analytics, Advanced Search portal, Cloud Disaster Recovery Console, vCenter or Virtualization environment, Customer Information and General Settings for the IDPA.

The second primary remote management tool – the IDPA System Manager console, is also a modernized HTML5 Web-Interface which is used to manage and administer the backup and restore operations of the DP8300. ViON's Enterprise Data Backup & Protection Service solution will include a:

- Physical Layer and accompanying services and support

- Firmware Layer and accompanying services and support
- Application Layer and licenses, services, and support for the installation, configuration, documentation, training, and operational hand-off to the State of an enterprise-class data backup capability

**ViON's Managed Services will deliver operations and maintenance services including:**

- Operating system security patches
- Operating system upgrades (minor releases only)
- Hardware firmware upgrades
- License support services
- Configuration support
- Application system documentation
- On-the-job Training
- Operational hand-off to WVOT and
- Addressing any identified security vulnerabilities

We will monitor and provide firmware patches, upgrades, and firmware updates for the IDPA solution at regularly scheduled intervals. Updates that impact security vulnerabilities will be monitored and applied on an ongoing basis.

*ViON will perform initial tests for all updates, changes, and upgrades to validate the process and ensure the updates or changes do not negatively impact the operation of the IDPA system.* Our team will then coordinate any updates with the State before implementing patches and updates to the solution. Updates will be performed remotely, when/if permitted by State protocols, and onsite, for updates that require physical presence or to comply with State security requirements.

For onsite maintenance, ViON will coordinate physical access in compliance with the State's physical access protocols.

As WVOT becomes more familiar with the capabilities and operational management of the IDPA through documentation and on the job training, our team will work with WVOT to facilitate operational hand-off of the solution from ViON to WVOT.

#### **4.2.1.2.8 Enterprise Data Backup Proposal.**

Vendor should provide documentation outlining how their solution helps the State achieve the goals and objectives outlined in this RFP for enterprise data backup. In addition, the documentation should specifically seek to address the following:

ViON provides documentation outlining how our Enterprise Data Backup solution helps the State achieve the goals and objectives outlined in the RFP solicitation in the following sections. The following table maps to the specific goals and objectives identified by the state in this solicitation.



Requirement Section	Requirement	Paragraph Reference	Meets Requirement
4.2.1.2.1	Vendor's proposed solution should include applicable, supported hardware, software, middleware, technical dependencies, and managed services (as scoped) to enable an enterprise data backup capability.	Page 25	YES
4.2.1.2.2	The solution should be capable of providing industry best practices in enterprise data backup capabilities.	Page 26	YES
4.2.1.2.3	The solution should include capabilities designed to provide enhanced cybersecurity protection, such as protection against ransomware cyber-attacks.	Page 26	YES
4.2.1.2.4	The solution should include capabilities designed to enable cost efficiencies in data storage requirements.	Page 26	YES
4.2.1.2.5	The vendor should be capable of implementing a transition from the existing enterprise data backup to the Vendor's solutions within sixty (60) days of the contract award.	Page 27	YES
4.2.1.2.6	A transition plan should be provided to the State for approval that outlines the transition from the existing enterprise backup to the Vendor's solution. This should be accomplished within thirty (30) days of contract award	Page 27	YES
4.2.1.2.7	The enterprise data backup scope is NOT limited to the data located on infrastructure provided under this contract. The State seeks to leverage this component of the contract to backup data in both the provided infrastructure and existing, state-owned, on-premise infrastructure requiring data backup. The solution should include the following: Physical Layer: Services and support of the physical layer of the Enterprise Data Backup & Protection Service. Firmware Layer: Services and support of the firmware layer of the Enterprise Data Backup & Protection Service.	Page 28	YES



Requirement Section	Requirement	Paragraph Reference	Meets Requirement
	Application Layer: License(s), services, and support for installation, configuration, documentation, training, and operational hand-off to the State of an enterprise-class data backup capability.		

Figure 9: How ViON Meets WVOT Goals and Objectives

*The Dell EMC Integrated Data Protection Appliance (IDPA) DP8300 is a fully integrated and comprehensive solution that provides all data protection features and functionality needed to accommodate and protect small to mid-size organizations.*

Modern data center transformations are taxing organizations critical resources, especially small to mid-sized organizations. The goal is to achieve the data center transformation but at the same time reduce overall cost and resource requirements.

#### **Simple**

- **Turnkey:** Offers complete backup, deduplication, replication, recovery—plus, cloud readiness with disaster recovery and long-term retention to the cloud
- **Management:** Includes easy-to-use HTML 5-based System Manager UI that automates daily management, monitoring and reporting tasks; offers integration with popular native management tools so that admins can continue to use familiar UIs
- **Easily grow to the cloud:** starts with 192 TB usable capacity and scales up to 720 TB usable capacity. With typical deduplication and cloud tiering, the logical capacity can increase significantly – all the way up to 108 PB

#### **Powerful**

- **Comprehensive coverage:** combines protection storage and software, search, and analytics for enterprise-class protection across the largest application ecosystem
- **VMware-optimized:** With its leading VMware integration, the IDPA empowers vAdmins to perform most common backup and recovery tasks directly from the native vSphere UI. With automation across the entire VMware data protection stack (VM deployment, deployment of proxies and movement of data to protection storage), the IDPA makes it easy and cost-effective to scale up to more VMs. And, it provides faster backups and recoveries, more efficient networking and capacity with its leading deduplication and bandwidth utilization
- **High performance:** 55:1 avg dedupe, less bandwidth required than competitors; flash-enabled for faster performance and instant recoverability; instantly access up to 32 VMs with up to 40,000 IOPS
- **Efficient cloud:** Extends data protection seamlessly to private and public clouds; includes Cloud Tier for long-term retention to cloud and Cloud Disaster Recovery with full orchestration as add-ons

## Cloud Extensibility

IDPAs are designed to extend to the Cloud with no additional hardware required. IDPAs support:

- Cloud-Tier for long-term retention to the Cloud (Public, Private or Hybrid Clouds), expanding its usable capacity 2x in the cloud with Cloud Tier. A free cloud space-estimator tool estimates amount of cloud storage space used if backups are moved to cloud for long term retention. Efficient capacity management between on premise and cloud helps reduce storage costs
- Native cloud disaster recovery to Amazon Web Services, VMware Cloud on AWS or Microsoft Azure
- Two powerful options that can be used individually or together to extend protection to the cloud

4.2.1.2.8.1 The Vendor's ability to quickly transition from the existing solution to their proposed solution.

The existing IDPA at WVOT will be leveraged as the target DR data protection silo counterpart to a newly deployed IDPA which will reside at the new designated customer data center.

*Because the systems are already compatible and designed to integrate with each other, implementation and deployment time and the required level of effort will be much less than deploying a new or indifferent solution.*

The IDPA is already a turn-key integrated solution which significantly reduces deployment and installation costs and time, and in consideration of the fact that the existing ViON IDPA located at the customers designated DR location will make the overall installation, deployment and subsequent integration of the two IDPA's much faster. This will also facilitate a smoother and faster transition and migration process – replication can easily be setup between the two systems to ensure rapid migration of existing data workloads to the new IDPA.

4.2.1.2.8.2 How the Vendor's solution provides industry best practices in data protection.

*ViON's proposed IDPA integrated appliance configuration manager interface will allow administrators the ability to configure the system for optimal performance and operation of all appliance integrated components.*

Administrators will be able to configure and tune the IDPA to improve performance levels, capacity and availability using Dell EMC's best practices configuration guides for sizing guidance, installation, and deployment. Dell EMC ProDeployment along with ViON Professional Services will ensure best practice guidelines and recommended configurations are adhered to as part of the implementation and deployment of the IDPA. This will include subsequent data migration and consolidation of existing backup data and workloads being migrated to IDPA and replicated to DR sites.

4.2.1.2.8.3 How the Vendor's solution provides cost-effective data backup enabling an adherence to compliance requirements.

*The IDPA DP8300 eliminates silos with a single appliance for complete data protection while providing data protection across the largest application ecosystem (including modern*





*applications like MySQL and MongoDB)—physical, virtual, and cloud—and supports multiple hypervisors (vSphere and Hyper-V) and is VMware optimized.*

It offers secure and compliant integration with VMware, SQL, and Oracle native management tools so that admins can continue to use familiar UIs.

**IDPA DP8300 Key Features:**

- Streamlines deployment with factory-integrated protection storage and software
- Provides up to 108 PB logical capacity (with deduplication and Cloud Tier option) and up to 41 TB/hour throughput
- Instantly access up to 32 VMs with up to 40K IOPS
- Cloud capabilities available for disaster recovery and long-term retention to the cloud
- Lower total cost-to-protect with 55:1 deduplication ratio on average
- Instant Access enables quick access to VMware VMs backed up on the appliance
- Secure and reliable with encryption, fault detection, and self-healing

**Recent Updates Include:**

- Expanded Cloud Ecosystem and More Efficient Cloud Capacity Management:
- Cloud DR - New Azure support, native integration across all IDPAs
- Cloud Tier for long-term retention - Now supports Google Cloud Platform and Alibaba Cloud
- Space Estimator Tool for Cloud Tier - Free tool estimates amount of space that will be made available in the on-prem IDPA if data is moved to Cloud Tier for long-term retention
- Enhanced Performance:
  - Instantly access up to 32 VMs with up to 40,000 IOPS—up to a 4X increase in IOPS
  - Faster restores from an IDPA to production storage than before
  - Increased Usability and Efficiency:
    - Usability - updated HTML 5 UI, improved upgrade times
    - Efficiency - Networking enhancements, increased space for system functions, bypass of IDPA DP Search and DPA, support for secure LDAP

**4.2.1.2.8.4 How the Vendor's solution provides flexible capability enabling cost optimization.**

*ViON's proposed IDPA simplifies deployment and management, while delivering powerful, enterprise-data protection capabilities for enterprise organizations at a lower cost-to-protect than competing solutions.*

It is a converged solution that offers complete backup, replication, recovery, deduplication, instant access and restore, search & analytics, tight VMware integration—plus, cloud readiness



with disaster recovery and long-term retention to the cloud—all in a single appliance—for 10X faster deployment than traditional solutions. IDPA Eliminate silos with a single appliance for complete data protection.

The IDPA provides protection across the largest application ecosystem (including modern applications like MySQL and MongoDB)—physical, virtual, and cloud—and supports multiple hypervisors (vSphere and Hyper-V) and is VMware optimized. It offers integration with VMware, SQL, and Oracle native management tools so that admins can continue to use familiar UIs.

#### **Lower Total Cost of Ownership (TCO)**

- Industry leading 55:1 average deduplication rate
- Average cost is less than half a cent per Gb/month
- Lower TCO than leading integrated appliance competitors

Based on a recent ESG whitepaper from Dell EMC, “The Economic Value of Data Domain and Integrated Data Protection Appliances (IDPA), June 2018. Result are based on audits and analysis of call-home support data from 12 active Dell EMC customers.”

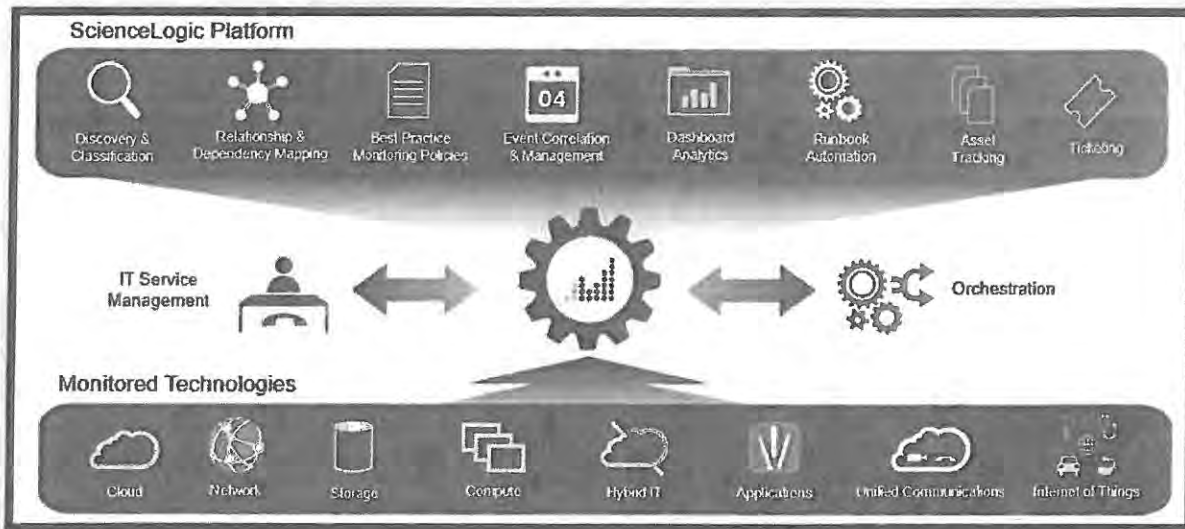
#### **4.2.1.3 Infrastructure Operations Monitoring**

The State seeks an infrastructure operation monitoring solution for this contract. The following specifications outline the goals and services for infrastructure operations monitoring:

ViON is proposing ScienceLogic SL1 as the operation monitoring platform solution to support WVOT. *ScienceLogic SL1 provides a more agile, flexible, and efficient monitoring and automation capability through a single multi-technology service assurance and the Artificial Intelligence for IT Operations (AIOps) platform.*

The platform is easy to deploy and maintain so the state and support resources can quickly respond to technology changes and business needs.

According to the released Q&A, WVOT is seeking to monitor over 1,800 total components. The SL1 solution is more than sufficient to provide comprehensive monitoring and preventative analytics. SL1 is also open and flexible, so staff can manage IT infrastructure, today and in the future, from a single unified system – no matter what it is or where it exists – in the data center or in the cloud. Additionally, the SL1 platform enables the team to spend less time administering tools and more time on the important innovation projects that consistently deliver high-quality services faster and at lower cost.



**Figure 10: ScienceLogic Platform**

ScienceLogic provides significant differences to other tools through:

- A single unified platform and simple licensing model for cross-domain visibility
- Agentless appliance with pre-configured software packages/monitoring policies
- Low cost of ownership
- Easy to deploy & maintain, fast time to value, low admin overhead
- Future-proof and extensible via open API and agentless integration techniques
- Built-in automation
- Discover, map, events, runbook, ticketing, assets
- Role-based visibility, secure data, views, and actions for multiple stakeholders

4.2.1.3.1 Vendor's proposed solution should provide supported hardware, software, middleware, technical dependencies, and/or managed services (where applicable) to enable network and system monitoring that is accessible to both the State and the Vendor.

The ScienceLogic SL1 solution proposed by ViON consists of all supported hardware, software, middleware, technical dependencies, and/or managed services (where applicable) to enable network and system monitoring that is accessible to both the State and the ViON. It is a comprehensive, single code base, appliance-based solution. The platform appliances are complete with embedded operating system, database(s), and application accessed via a single web-based portal/GUI. The architecture supports a multi-site deployment of appliances for flexibility and scalability (all connected as a single system) while maintaining a single platform approach for centralized use, administration, and patching. All of these features are part of a multi-tenant model to support many departments or organizational stakeholders.

4.2.1.3.2 Vendor's system should have the ability to monitor any system (including but not limited to physical servers, virtual servers, storage arrays, databases) and/or any network equipment (including but not limited to switches, routers, etc.).

*ScienceLogic's SL1 solution provides an out-of-box capability to discover, model, and monitor nearly all makes and models of compute, network, storage, virtualization, unified communications, operating systems, databases, and related infrastructure elements such as power and security subsystems.*

SL1 has the ability to monitor any system (including but not limited to physical servers, virtual servers, storage arrays, databases) and/or any network equipment (including but not limited to switches, routers, etc.)

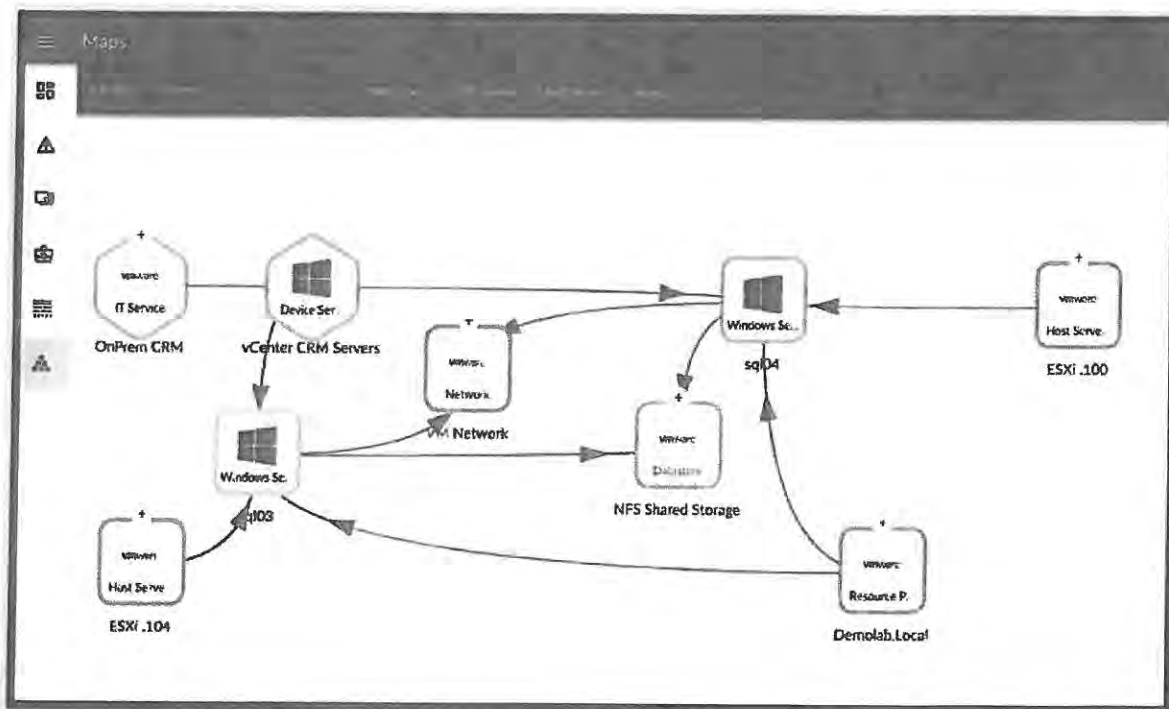


Figure 11: ScienceLogic's Monitoring Capability

The ability to monitor infrastructure hardware and software through the use of a variety of protocols provides agentless discovery and monitoring. Over 1700 templates support thousands of systems. *ScienceLogic's SL1 platform offers unique and comprehensive coverage for data centers and cloud environments as a single platform that:*

- Discovers all elements within the infrastructure across the entire IT stack (power, network, storage, servers, applications, and public cloud)
- Applies the correct monitoring policy using one of over 1700 PowerApps
- Detects, maps, and alerts on cross-technology and cross-cloud dependencies
- Populates built-in dashboards showing overall service levels and allowing staff to drill into service metrics and elements for granular details

- Alerts when network, storage, server, application, cloud service, or power issues are detected

4.2.1.3.3 The monitoring system should be able to create and respond to alerts by notification of appropriate persons via Email, SMS, or other such means when set thresholds are exceeded. The system should also be able to do basic remediation (e.g. restart services based on triggers).

*The ScienceLogic SL1 platform continuously monitors devices for Key Performance Indicators (KPIs).*

When thresholds are exceeded it creates alerts, which are immediately visible in an event console. Automation provides the ability to send events (based on policies) defined as alerts and notifications in email, text, SMS, Slack, etc. The system can also do basic remediation (e.g. restart services based on triggers).

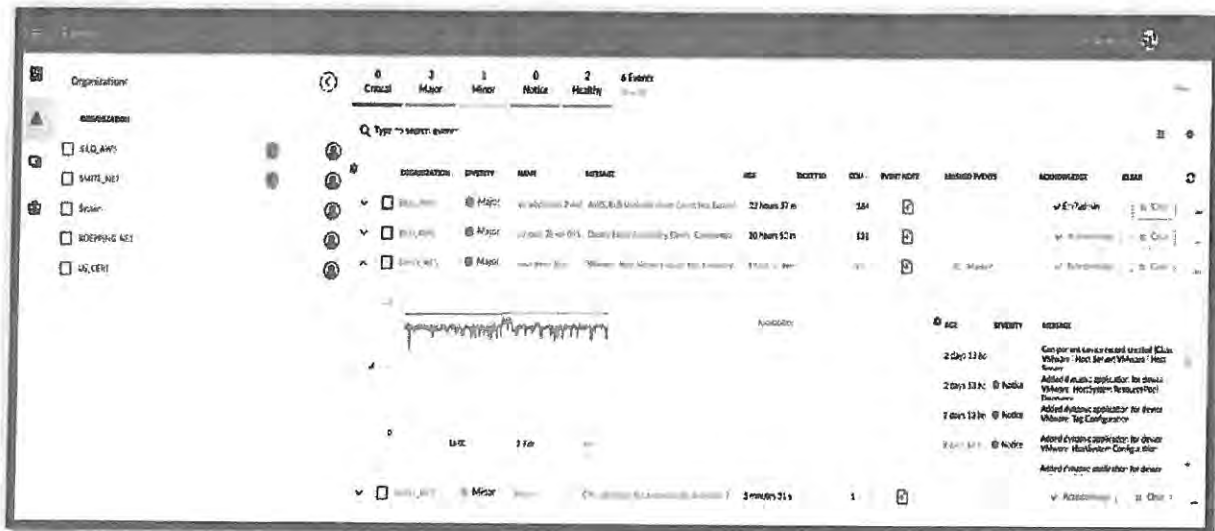


Figure 12: SL1 Key Performance Indicators

Additionally, the same event-based triggers can extend into automations such as service restarting, launching of scripts, or other means of initiating remediations and/or event enrichment through additional information (i.e. running commands and adding to the event or associated tickets.)

4.2.1.3.4 System should also be able to produce automated reports on a set schedule or on demand about all nodes that are under monitoring. These reports should indicate the health of the system(s).

The ScienceLogic SL1 platform comes populated with nearly 100 reports out-of-the-box and can be extended through plug-ins to integrate with other reporting platforms or ITSM tools. Reports can be automated, customized, scheduled or on demand, and reports can also be created for specific format or content to provide the health of the system.



Beginning: Feb 2, 2020				
Span: 1 day				
Devices: Selected Organizations				
<b>Device Availability Report</b>				
Organization: KOEPPING_NET				
Organization: KOEPPING_NET				
Device Name	Category	IP Address	Overall Average	2020-02-02
Disk Station [5]	Storage Array	192.168.1.210	100.00%	100.00%
KodiakAP [4]	Wireless Base Station	192.168.1.200	100.00%	100.00%
Average for Organization: KOEPPING_NET			100.00%	100.00%
Average for Organization: KOEPPING_NET			100.00%	100.00%
Organization: SMITE_NET				
Organization: SMITE_NET				
Device Name	Category	IP Address	Overall Average	2020-02-02
apollo [3]	Wireless Base Station	10.1.10.160	100.00%	100.00%
ara [10]	Server	10.1.10.32	100.00%	100.00%
ara [26]	Server VMware		100.00%	100.00%
CYCLOPS [6]	Video Encoder	10.1.10.120	100.00%	100.00%
datastore1 [18]	Virtual Infrastructure		100.00%	100.00%
default [23]	Cloud Network		100.00%	100.00%
OCF Project 1 [654]	Cloud Service		100.00%	100.00%
klapet [9]	Server	10.1.10.11	100.00%	100.00%
klapet [25]	Server VMware		100.00%	100.00%
mercury [7]	Wireless Base Station	10.1.10.101	100.00%	100.00%
MDSQLSERVER [13]	Storage Controller		100.00%	100.00%
netb [2]	Network Switches	10.1.10.2	100.00%	100.00%
edu [7]	Network Switches	10.1.10.1	100.00%	100.00%
ScienceLogic SL1 [24]	Server VMware		100.00%	100.00%
ScienceLogic SL1 [23]	Server VMware		100.00%	100.00%
web [11]	Network Firewall	10.1.10.100	100.00%	100.00%
slb [25]	Server VMware		0.00%	0.00%
VPC Network Service [813]	Cloud Service		100.00%	100.00%
ara [4]	Server VMware	10.1.10.10	100.00%	100.00%
ara smite local [20]	Server VMware		100.00%	100.00%
Average for Organization: SMITE_NET			85.00%	85.00%
Average for Organization: SMITE_NET			85.00%	85.00%
Organization: System				
Organization: System				
Device Name	Category	IP Address	Overall Average	2020-02-02
pub.mdm.local [1]	System DM7	10.1.10.20	100.00%	100.00%
Average for Organization: System			100.00%	100.00%
Average for Organization: System			100.00%	100.00%
Overall Totals:			85.85%	85.85%

Generated on: 2020/2/03

Figure 13: Device Availability Report

The reports cover a wide variety of details, many of which reflect the overall health, recent events, availability, or capacity of resources. Any of these reports can be automated and can be delivered via email based on a schedule.

4.2.1.3.5 Vendor should explain how their proposed monitoring service is both cost effective and uses the least amount of system resources to provide monitoring and supporting the infrastructure.

*The ViON team proposes the use the of ScienceLogic SL1 platform specifically due to its comprehensive capability to monitor multiple technologies, ability to automate routine tasks, architecture, and ease of implementation.*

The overall result of leveraging the SL1 platform is a reduction of multiple tools and complexities, minimal training for use and administration of the platform, and quick time to value. Typically, the platform can be installed with discovery of devices and real-time monitoring in place in hours. As the platform is appliance-based, appliances can be deployed on physical hardware, as virtual machines, and/or cloud instances in minutes without the need for establishing an OS image, database, or other dependent components. This also reduces the time and complexity of maintaining those resources independent of the application.



**4.2.1.3.6 Managed Services Scope:**

The infrastructure operations monitoring scope is NOT limited to the infrastructure provided under the contract. The State seeks to leverage this component of the contract operationally monitoring both the provided infrastructure as part of this contract and for existing, state- owned, on-premise infrastructure, where needed. The solution should include the following:

**Physical Layer:** services and support of the physical layer of the infrastructure operations monitoring.

**Firmware Layer:** services and support of the firmware layer of the Infrastructure Monitoring & Management Service.

**Application Layer:** license(s), services, and support to install, configure, document, training, and operational hand-off to the State of an enterprise-class infrastructure monitoring tool.

ViON's Managed Services teams will deliver remote infrastructure monitoring services for the State inclusive of the physical, firmware, and application layers.

*Supported by our 24x7x365 Support Center, ViON will deliver proactive, near-real time monitoring and alerts to minimize outages and downtime for the State's environment.*

Our managed services personnel will leverage our close partnership with Dell Technologies and product alerts to notify us of firmware and physical updates for the OEM technologies. Additionally, using the ScienceLogic SL1 platform, ViON's managed services teams will be able to monitor firmware, physical, and application layers for missing updates, out of compliant settings, and proactively identify potential issues using the AIOps capabilities of the SL1 platform described earlier in section 4.2.1.3.

Monitoring the physical layer requires a holistic view to proactively diagnose performance and availability characteristics across the entire infrastructure before an outage occurs. Outages or even slowdowns can hinder the customer experience and potentially cost the State financially. Our Managed Services team, combined with our ScienceLogic solution, will monitor for mutually established KPIs and SLAs to minimize unplanned downtime, network intrusion, and resource saturation for WVOT IT.

Monitoring the firmware layer requires alert notifications from OEM regarding patch and security updates for their products and ensuring the latest firmware updates are provided in a timely fashion for the State's environment. ViON will monitor these updates and communicate with the State when application of firmware updates or security patches are required. Updates will be performed remotely, when/if permitted by State protocols, and onsite, for updates that require physical presence or to comply with State security requirements. For onsite maintenance, ViON will coordinate physical access in compliance with the State's physical access protocols.

ViON will monitor the application layer to improve application availability for the State's constituents and stakeholders. ViON's managed services teams, along with our solution from ScienceLogic, will deliver monitoring capabilities fusing data between applications and infrastructure, establishing relationships and business context for identifying root cause and service impact.

*WVOT will gain full-stack visibility, see the impact of infrastructure on applications, improve cross-team collaboration and improve customer experience.*



As mandated, we will provide the license(s), services, and support to install, configure, document, provide training, and conduct an operational hand-off to the State of our enterprise-class infrastructure monitoring tool.

Additionally, ViON can monitor the State's network delivering actionable insights across the State's entire network infrastructure—*WAN, LAN, SDN, routers, switches, firewalls, and more. We can monitor availability, performance, configuration, utilization, and capacity for any network technology and any vendor.* Additional features include:

- Access detailed network visibility, combined with application, system, and OS usage monitoring
- View dependencies between technology components of key business services
- Use visual dashboards providing insight to operations teams, customers, and stakeholders
- Enrich fault prevention and capacity planning with highly granular events and alerts, integrated with our ticketing module or external ticketing systems
- Get real-time reporting on device-level and service-level performance and availability.
- Use rapid, automated network discovery for complete asset inventory
- View an inventory of the State's entire network by reviewing all interfaces on each network device, with IP and MAC addresses and interface speeds
- A topology map of connected devices and gathers performance statistics about each interface
- Comprehensive trend reporting of usage and metrics provides real-time insight that keeps you in total control of the network, end-to-end
- Monitor network interface utilization, latency, errors, discards, and dozens of other metrics

*Finally, ViON can deliver monitoring of Compute/OS for the State using out-of-the-box or customized monitoring policies.*

View key event and performance metrics on custom dashboards. View health and tickets associated with events and performance. Leverage asset and hardware configuration monitoring. Use virtualization monitoring for VMware, Citrix XenServer, Microsoft Hyper-V, and more. Supported OS vendors include Linux, HP-UX, Microsoft Windows, Oracle Solaris and SunOS, IBM AIX and z/OS, Apple Mac OS X, Novell Netware, and SCO OpenServer and SCO Unix. In addition, our monitoring solution can deliver advanced management of virtualized and cloud-based environments using direct API connections and capabilities.

**4.2.1.3.7 Infrastructure Operations Monitoring:** Vendor should provide documentation outlining how their solution helps the State achieve the goals and objectives outlined in this RFP for infrastructure operations monitoring. In addition, the documentation should specifically seek to address the following:

The ScienceLogic SL1 platform and AIOPs enables WVOT to:

- *Visualize* all operational monitoring data in one place



- *Contextualize* the State's environment by applying AI/ML for actionable insights
- *Act* by integrating the State's IT ecosystem and sharing data in real-time

#### 4.2.1.3.7.1 How the Vendor's solution provides industry best practices in infrastructure management.

The ScienceLogic SL1 platform adheres to industry best practices and gives customers like WVOT:

- Business service dashboards that show customers how their managed services are doing
- Dependency mapping to identify real-time linkages between applications and their underlying infrastructure
- Multi-tenancy from the ground up — with secure data partitioning between users
- Carrier-class scalability
- Comprehensive monitoring for networks, systems, servers, storage, cloud – and applications
- Advanced automation and machine learning to streamline workflows and reduce cost

Additionally, the ScienceLogic SL1 market leading platform employs several patents in the discovery and monitoring functions of the platform to automatically align device 'templates' often unique to specific make/model devices.

*This capability delivers a comprehensive monitoring for both performance and configuration elements with pre-established (yet configurable) data requests from devices monitored as well as associated thresholds often co-developed with industry manufacturers.*

This results in auto-alignment of data requests, presentations, alerts, and events based on best practices both from the specific device manufacturers and/or industry experience and customer feedback. While this is an out of the box function of the platform both the frequency of specific data collected as well as the thresholds established are configurable by the customer at global, groups, or individual devices levels. These capabilities help WVOT by delivering industry best practices for monitoring and integration.

#### 4.2.1.3.7.2 How the Vendor's solution has been scoped and balanced to provide critical capabilities of infrastructure management, while considering cost control.

ScienceLogic's largest market segment is the Managed Service Provider space where cost controls are essential to business. The proposed SL1 platform was specifically designed and scoped to be balanced by providing critical capabilities of infrastructure management while also considering cost control. Throughout the history of the company and platform the development of functions and features have had costs and efficiencies as core guiding principles. The SL1 platform is designed to:

- **Monitor the widest variety of devices in a single platform supporting network, compute, storage, application, IoT, SaaS, and cloud technologies in a single, non-modular, platform to reduce the footprint, resource consumption, training, and administrative burdens of traditionally using several desperate tools**

- **Achieve rapid time to value** through an appliance-based architecture that delivers an efficient and scalable installation (no separate install, configuration, administration, or licensing of the operating system or database(s) which support the platform)
- **Leverage auto-alignment** of best practices via 'templates' (called PowerPacks within the platform) to provide the streamlined acquisition of data with presentation, alerts/events, reporting, and visualization of monitoring data specific to each make/model of device or platform monitored. Out of the box this capability is automatic based on the only user inputs needed are device/platform addresses (or ranges) and proper credentials based on the protocol used. This significantly reduces both complexity and costs in administration
- **Provide ease of use** and administration integration to LDAP/Active Directory to streamline user account access without separate administration; providing single file upgrades/patches that deliver OS, database, application, and template upgrades and features in a single package, upload, and deployment methodology across the entire platform (each connected 'appliance')

4.2.1.3.7.3 How the Vendor's solution provides flexibility in its implementation, enabling the State to maintain visibility on critical resources, but not requiring the capability for resources where the primary business driver is cost.

*The SL1 platform allows for deep and comprehensive discovery and monitoring of IT devices and technologies, enables the State to maintain visibility on critical resources, often revealing a level of detail not expected by some customers – examples include individual pools and pool members in load balancers, individual radios within wireless access points, LUNs within volumes on storage arrays, etc.* In some cases that level of depth is not needed or desired. Additionally, in today's modern virtualization and cloud platforms it may be the case that resources support development or test environments while discovered as part of the whole platform may not want to be monitored and consume a license or system resources. ScienceLogic provides mechanisms to not discover devices entirely, or in situations where devices are discovered as part of a shared technology (i.e. cloud), customer can selectively disable monitoring on specific elements of data or devices to conserve system resources and/or licenses – keeping visibility on key resources while reducing costs by filtering out non-critical resources based on operational needs – thereby not requiring the State to utilize the capability for resources where the primary business driver is cost.

#### 4.2.1.4 On-Demand Professional Services.

Vendor should be capable of providing technical professional services, on an as needed basis.

ViON's experienced professional services team is capable of delivering as-needed technical and engineering services in support of the State's requirements. In addition to our experienced engineers, ViON maintains a wide network of partners who are able to deliver any services beyond the capability of ViON's professional services teams. Our partners include Dell Technologies and Science Logic, among many others. Services can be provided for short, medium, and long-term engagements. ViON will work with State to determine the required or desired skills, scope, and requirements on an as needed basis.

4.2.1.4.1 The State seeks to leverage a statement of work model in utilizing the on-demand professional services.

Included in ViON's response is a catalog of Service Labor Categories and functions providing the State with a variety of on-demand professional services options. These categories include architecture design, implementation, operations and maintenance, security, and field engineering professional services among many others. As stated above, ViON will work with State to determine the required skills, scope, and requirements. Once agreed upon, *ViON will develop a Statement of Work (SOW) in coordination with the State, outlining the requirements, the scope of work, any deliverables, and price for the engagement.* After the SOW is finalized, ViON will initiate the professional services after receipt of the State's Delivery Order that incorporates the SOW.

4.2.1.4.2 The State may leverage these on-demand professional services to perform various technology support functions related to this contract. Those functions could include, but are not limited to, staff augmentation, project work requiring specialization, server provisioning, and application migration.

ViON's proposed professional services labor categories include a wide array of capabilities and functions. These functions are available to WVOT in an on-demand format and can be delivered either onsite or remotely as required. These professional services include:

- Staff Augmentation
- Specialized Project Work
- Server Provisioning
- Application Migration
- Architecture Design
- Operations and Maintenance

ViON will work with the State to determine the requirements of each on-demand professional services engagement and provide an agreed upon SOW that will guide the services being delivered.

#### 4.2.1.4.3 Professional Services Definitions

ViON understands, accepts, and will comply with providing the professional services as listed and described under section 4.2.1.4.3 (4.2.1.4.3.1 – 4.2.1.4.3.8).

4.2.1.4.4 On-Demand Professional Services Proposal. Vendor should provide documentation outlining how their solution helps the State achieve the goals and objectives outlined in this RFP for on-demand professional services. In addition, the documentation should specifically seek to address the following:

4.2.1.4.4.1 How the Vendor's solution enables the Statement of Work (SOW) model to identify, scope and define deliverables in the drafting of the SOW.

ViON collaborates closely with our customers to design and implement solutions that best meet their requirements. With the State, Our Program Manager will meet regularly with the State's





designed point of contact to review existing solution effectiveness, plans for future requirements, and many other topics. As plans for new requirements begin to develop, we will work with our Services Implementation Project Manager and the State in identifying the solution requirements, identifying the technology solution and its price, as well as the needed services to implement the solution. Once the technology solution is identified, ViON's Services Implementation Project Manager will work with the State to identify the project requirements, scope and scope boundaries, timeline, deliverables, milestones, and costs as well as any assumptions in order to develop a SOW. Once the finalized SOW is approved by the State, and after ViON has received a Delivery Order inclusive of the SOW, we will begin the service engagement.

#### 4.2.2 Solution Support Documentation

Vendor should agree to create planning documents outlining all necessary elements of solution management that should be updated continuously during the lifetime of the contract.

ViON agrees to create planning documents outlining all necessary elements of solution management and will update these documents continuously during the term of the contract. The following ViON plan examples document the necessary elements of the solution management as required by the RFP for IaaS planning. These example plans cover multiple subsections from 4.2.2 out of the RFP. Upon award, *each plan will be written to address the specific requirements the State outlined in the RFP and submitted according to the deliverable schedule provided in each subsection of 4.2.2 below.* This set of documents, once submitted to the customer as deliverables, will be updated continuously as needed during the contract period of performance.

4.2.2.1 Vendor's proposal should provide an example of a similar government-owned or managed implementation plan outlining key objectives, dependencies, and timeline for the initial design and implementation of the service. Vendor should, no later than 30 days post-award, submit to WVOT an implementation plan for approval.

ViON has provided in Appendix A, an example of an Implementation and Transition Plan developed and followed in support of another Government customer program, where it was extremely successful. The plan details and describes the phases and steps executed in support of the implementation of the Government service/solution. It details the objectives and expected output pertaining to each implementation phase. The phased approach provided the Government customer with a high-level schedule/timeline of the steps to be performed to successfully implement the service, addressing each of the transition requirements. ViON will provide WVOT with a similar document in support of the implementation and transition of services in support of the contract within 30 days of award.

### Design and Implementation

#### Key Design and Implementation Objectives

1. Discovery - Develop understanding of current operating environment
  - a) Facilities, power, communications, HVAC, etc.
  - b) Compute infrastructure transition priorities
  - c) Existing Cyber Security Policies and Procedures
  - d) Staffing and interaction with existing personnel and departments

2. Reconciliation – Review, verify and validate proposed design based on review of data gathered during discovery phase
3. Knowledge Transfer – provide customer with a Uniform Discovery and Reconciliation (UDR) report for review, comment and approval of our assumptions and conclusions based on our review of the data gathered and analyzed
4. Design – Work with customer to finalize and gain approval on any design changes resultant from lead in phases

**Key Design and Implementation Milestones**

1. Discovery - Sites Survey and adequate receipt of technical documentation detailing current infrastructure
2. Reconciliation – determine a system baseline and then fully document the entire environment, including hardware components, software versions, capacity, and connectivity
3. Knowledge Transfer – Completion of Uniform Discovery and Reconciliation (UDR) report
4. Design – Revised designed

**Key Design and Implementation Dependencies**

1. Timely receipt of existing technical documentation on current data center environment
2. Timely access to facilities and customer personnel to facilitate our phased approach
3. Timely review and feedback from customer on contract deliverables
4. Timely facilities prep and readiness (Space, power, communications, HVAC) to support transition in activities

4.2.2.2 Vendor's proposal should provide an example of a guide for on-going operations outlining key objectives, dependencies, and timeline for the on-going management and maintenance of the solution. Vendor should, no later than 30 days post-award, submit to WVOT an on-going operations guide for approval.

ViON's Implementation and Transition Plan (Appendix A) includes a "Project Operation and Service Management Project Operations and Service Management" section which provided the customer with details on the day-to-day operations of the project in support of the tasks required to execute the service. This section provides details on the roles and responsibilities of the stakeholders in support of and in relation to the tasks and efforts related to the on-going service operations. It also provides information on the timeline for the tasks to be performed.

*ViON will provide WVOT with a similar document in support of the implementation and transition of services in support of the contract within 30 days of award.*

**On-Going Operations****Key On-Going Operations Objectives**

1. Ensure ViON support meets contractual SLA requirements for delivery, performance, and availability



2. Enable transparency into ViON operations and support processes
3. Enable traceability into operations and support decision making, mapping efforts to government direction
4. Ensure support efforts align with ITIL standards/best practices
5. Ensure operations and support services are provided within cost
6. Manage and mitigate risk based on Risk Management Plan
7. Monitor and control the operations and support services
8. Plan and participate in program reviews
9. Update project documentation throughout the project lifecycle as required

**Key On-Going Operations Milestones**

1. Weekly customer huddle meetings
2. Monthly PMR
3. Monthly CDRL deliveries

**Key On-Going Operations Dependencies**

1. Customer participation in meetings and reviews
2. Impacts of customer directed policies and procedures on ViON operations and support efforts

4.2.2.3 Vendor's proposal should provide an example of a solution transition and contract exit plan for another entity of similar size and scope as part of their bid response. The plan should outline key objectives, dependencies, and tasks necessary to disentangle the Vendor from the agency. An official solution transition and contract exit plan should be provided to WVOT by the end of year one (1) of the contract.

ViON's Implementation and Transition Plan (Appendix A) includes a "Contract Transition-Out" section which provided the customer with details steps to be performed to execute the Transition-Out Approach (whether to the customer or a follow-on Service Provider), asset transition/purchase approach and details, transition and deployment schedule listing all pertinent activities, interim service solution approach, transition staffing and risk mitigation, escalation procedures, status reporting, and a Transition-Out Readiness Checklist. This section provides details on the roles and responsibilities of the stakeholders in support of and in relation to the tasks and efforts related to the transition out activities.

**Transition-Out Plan****Key Transition-Out Objectives**

1. Minimize exit and Service Transition risks
2. Continue Service availability for the Customer
3. Provide opportunity for successful operations from the new project owner
4. Enable seamless transition from incumbent to new contract



5. Work with customer to review in-use ViON assets for buy-out or disposal
6. Perform knowledge transfer activities in accordance with contractual requirements
7. Complete all close-out contractual requirements

**Key Transition-Out Milestones**

1. Provide ViON in-use asset list and cost data for customer buy-out or disposal decision
2. Establish timeline for transition of customer workloads
3. Provide customer Close-Out Report and final billing
4. Maintenance/Warranty contracts established/transferred
5. Removal of ViON equipment

**Key Transition-Out Dependencies**

1. Customer input on buy-out or disposal decisions
2. Maintenance/Warranty disposition customer decisions
3. Administrative closing of any and all procurements, VCSP accounts removed, ViON accounts from the State of West Virginia removed, and contractual termination is complete
4. Delivery of all run books and solution artifacts to the Customer
5. Capturing Lessons Learned for the Customer
6. Customer review and acceptance of Project Close-Out Report including that all Transition-Out Tasks were successfully completed
7. Timely establishment of new contract
8. Timely transition of customer workloads

ViON shall develop and deliver a service transition and contract exit plan to WVOT for review and comment by end of the first year of the contract as per the RFP. This plan will be reviewed and updated as necessary and delivered to the WVOT customer every 2 years thereafter.

4.2.2.4 Vendor's proposal should explain how they would support the State relating to cybersecurity and privacy audits when components of the contract fall within the scope of audits. The State leverages NIST 800-53 to map all controls to a common framework.

If the State undergoes cybersecurity and/or privacy auditing, ViON can provide any necessary documentation around the provided solution and its physical components to address the security and privacy access controls in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53. This is detailed more fully in 4.3.1.3.

As stated there, ViON works closely with customers during and after implementation to ensure proper cybersecurity requirements are met. We review the customer's Risk Management and Audit Management Plans and (where these exist) and work closely with the IT department and CISO/CSO/ISO to ensure proper cybersecurity and audit compliance.

An example of ViON's experience in supporting its customers in compliance efforts is our work performed on the **United States Patent and Trademark Office (USPTO) Storage Infrastructure Managed Service (SIMS) contract**. SIMS is required to complete annual continuous monitoring and assessment activities. The system must follow the guidance described in the NIST SP 800-37 (Rev 1), "Guide for Applying the Risk Management Framework to Federal Information Systems" and NIST SP 800-53 (Rev 4), "Security and Privacy Controls for Federal Information Systems and Organizations. ViON delivers the objective by conducting an information security program review and comprehensive assessment using artifacts that already exist where possible, structured interviews, and direct observations to benchmark the ViON information security program against the NIST SP 800-53 control set identified by the organization.

Also, of direct relevance, ViON will comply with NIST SP 800-37 standards for security life cycle approach for information security. This includes following the six-step Risk Management Framework (RMF). In so doing, ViON will ensure that the project infrastructure meets current, security and privacy requirements defined by the customer, state laws, regulations, and policies.

As required by NIST SP 800-37, ViON will provide security to protect the confidentiality, integrity and availability of information and systems developed and maintained on behalf of the customer, commensurate with the risk and magnitude of harm resulting from unauthorized access, use, disclosure, disruption, modification, or destruction. Additionally, ViON will update and maintain a System Assessment Package (SAP) for the storage infrastructure in accordance with guidance contained in NIST 800-37, Rev 1 or current version.

#### 4.2.2.5 Lifecycle Model:

Vendor's proposal should submit an example of an on-premise infrastructure lifecycle management plan explaining how the Vendor's proposal will address the lifecycle stages of the on-premise infrastructure. This plan should be updated and submitted to WVOT for review and approval at least every twelve (12) months.

The following Total Lifecycle Management (TLM) figure illustrates the management processes across the management lifecycle that ViON uses in support of our customer programs for on-premise and cloud-based solutions. We will work with WVOT to review and approve the TLM plan at least annually. ViON's IT Lifecycle Management Plan consists of all the major phases of the IT lifecycle. Our approach consists of five major iterative phases with a sixth phase for ending service. These phases are illustrated in the figure below and include:

1. Planning and Design
2. Acquisition
3. Implementation
4. Acceptance
5. Management and Operations
6. End of Service

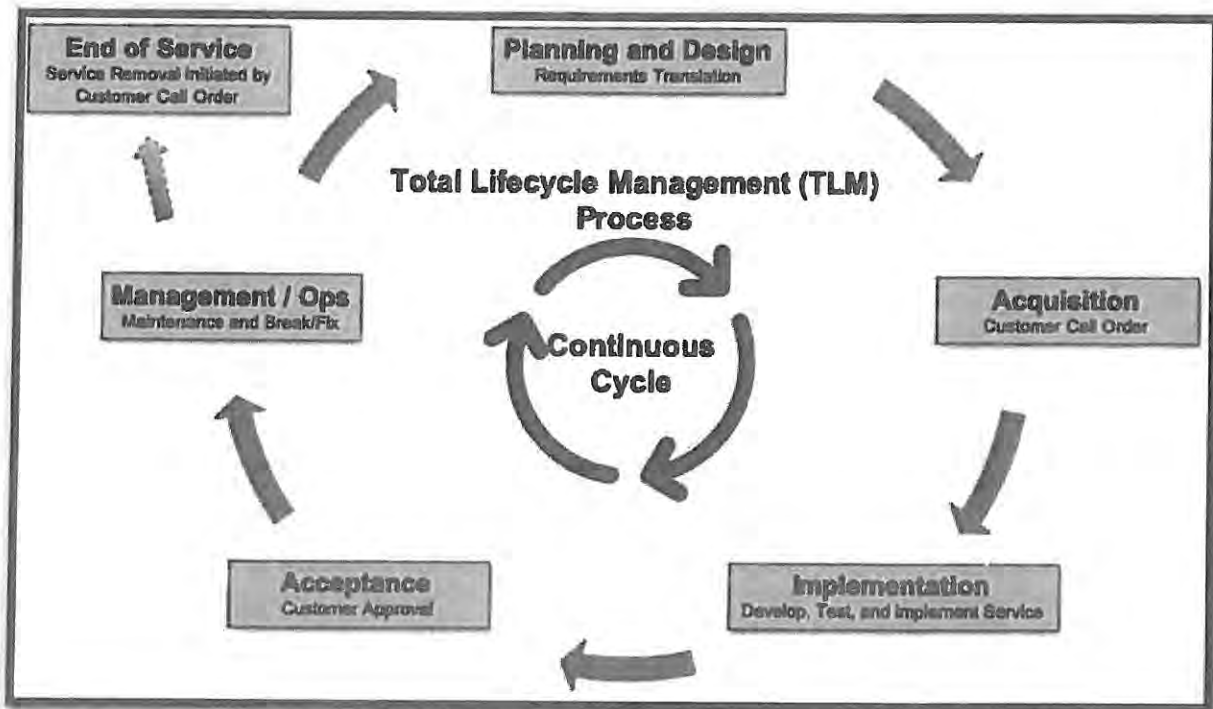


Figure 14: Total Lifecycle Management (TLM) Process

**Planning and Design Phase** – Within the Planning and Design Phase, ViON engineers work with the State to identify existing business challenges and related technical requirements in order to develop a technical solution. Our approach is not siloed. Rather, we consider the holistic environment including technical dependencies, impacts to disaster recovery plans, future roadmaps, and long-term objectives of the State. Our goal is to provide the most effective technical solution at the appropriate cost for the State, while minimizing vendor lock-in and maximizing existing technology investments. During the design phase, ViON may develop and provide a design plan for the State to review and approve that aligns with the State’s overall IT strategic goals.

**Acquisition Phase** – During the Acquisition Phase, the State will initiate a Call Order using the ViON Cloud Services Platform (VCSP). This Call Order begins the acquisition process and ViON will provision the solution for the State within the defined SLAs. The Call Order process, as described in another section, allows for role-based access ensuring authorized users are able to initiate procurement activities.

**Implementation Phase** – With the Implementation Phase, ViON ships and delivers the solution to the customer environment. As part of this phase, we will work with the State’s existing lifecycle plan such as implementing the solution in a test or development environment to validate the design plan and ensure non-disruptive operation of the solution. Once the solution is approved in each environment, we will implement the solution within the next environment until it is implemented within the State’s production environment (i.e. Development, Test, Integration, and Production environments).

**Acceptance Phase** – As part of ViON’s implementation service, we will perform all the necessary steps to deliver the solution in our “Ready for Use” (RFU) state. This process includes

racking the equipment (if necessary), installing or updating the operating system, connecting to the State's network infrastructure, performing any needed or required microcode and security updates, and updating any existing documentation. The goal in this phase is to provide a solution that's ready for the State to begin use. Once the solution is RFU, the State must accept that the solution is indeed RFU. This is what begins the billable lifecycle for the solution. If the system is not accepted by the State for whatever reason, we will make whatever updates or changes are required and the State will not be billed for the system until acceptance is provided by the State.

**Management and Operations Phase** – During the Management and Operations Phase, we will continue to monitor and manage the solution ensuring ongoing patches or updates are applied and performing any needed break/fix activities that might be required. All services provided here will comply with agreed upon SLAs and will adhere to the notification process prescribed by the State. ViON will further monitor the solution and alert the State should certain thresholds be breached where more compute, network, or storage may be needed. These alerts can be customized to allow adequate planning and minimize any potential outages or disruptions to the State's environment.

**End of Service Phase** – Within the End of Service Phase, ViON responds to the State's initiative via a Call Order to remove an item from service. Sometimes this request is a collaboration between ViON and the State, while other times may be initiated solely by the State at any time and for any reason. When a Call Order is received by ViON for ending service, we will cease billing for that system on the date the Call Order is received. We will then coordinate the removal of the system with the appropriate stakeholders for the State. Our team will provide the appropriate notification is onsite access is required. We will also comply with the State's data retention and destruction policies including removal of any storage components that retain State data and provide it to the State for appropriate analysis, retention, or destruction. ViON will remove the remainder of the system from the State's colocation facility and update any asset related documentation.

#### **Key Total Lifecycle Management Objectives**

1. Document the phased approach to managing the project
2. Ensure unity of effort
3. Maximize operational availability of IT assets
4. Provide as singular view of program data (requirements, schedule, costs, and performance)
5. Optimization of total operating costs for the IT infrastructure

#### **Key Total Lifecycle Management Milestones**

1. Identify project stakeholders and decision makers
2. Provide customer with Draft TLM for review and comment
3. Complete and distribute Final TLM to project stakeholders

#### **Key Total Lifecycle Management Dependencies**

1. Completion and customer acceptance of contractually required IaaS Service Management plans



4.2.2.6 The State desires regularly scheduled meetings and/or calls to discuss the following areas:

- Architecture and Design
- Implementation
- Ordering and Billing
- Service and Support
- Project Management

Please describe your company's ability to hold monthly meetings on each of these topics, as well as your company's implementation plans for starting these discussions.

ViON currently executes program meetings at least semi-monthly on various customer programs. These regular recurring meetings include the *ViON PMO Project Manager*, and the contract management team, as well as the customer Program Manager and their support staff (technical, security and contracts team members). Examples of meeting agenda items may include the following:

- Action items status
- Status of Call Orders in progress
- Status of existing implementations
- Overall project management items
- New/Future Workloads/Call Orders
- Architecture and design requirements
- Preventative maintenance status/schedule
- Remedial maintenance issues
- Engineering/architecture topics
- Pilot/POC status
- New Technology briefs (as necessary or requested)
- Program integration items (service tickets, changes control, etc.)
- Implementation milestone reviews and issues
- Contractual issues
- Billing issues
- New service architecture requirements
- Risk Management Reviews

ViON schedules these meetings after the initial kick-off meeting with the appropriate stakeholders from the State coordinating around preferred meeting times and locations to ensure

that all necessary topics are covered. Communication modes are agreed to by both ViON and the Customer. ViON's PMO Project Manager provides an agenda for each meeting. As part of our recommended practice, ViON typically holds these meetings weekly (depending on the topic), but we can adjust the schedule according to how the State wants to conduct business. These meetings will be held on a consistent basis throughout the life of the project.

4.2.2.6 Vendor should provide an example of a maintenance plan outlining the roles and responsibilities of the vendor as it relates to the scoped managed services outlined. The maintenance plan should outline maintenance requests and the approval process.

ViON's Implementation and Transition Plan (Appendix A) included information pertaining to the maintenance plan set forth for our Government customer. Highlights of the plan content are included below. Our maintenance plans outline roles and responsibilities of both ViON and the customer to eliminate confusion and streamline operations. ViON's maintenance plan will *outline the key maintenance activities for maintaining the ViON provided storage and compute infrastructure as well as for the WVOT-wide infrastructure monitoring requirements*. In addition, ViON's maintenance plan will outline maintenance requests and approval processes. ViON adheres to the Information Technology Infrastructure Library (ITIL) framework for service delivery and focuses on the following concentrations to:

- Service Strategy
- Service Design
- Service Transition
- Service Operation
- Continual Service Improvement

The ViON maintenance plan provides typically aligns with customer established policies and procedures guidance for the overall System Development Lifecycle and Enterprise Architecture. The maintenance plan will detail procedures initiating maintenance requests as well as any required approval processes. The plan will also outline procedures for Service Operations and Maintenance including systems control, routine and preventative maintenance and scheduled or unscheduled actions aimed at preventing equipment failure or decline. Other focus areas of the maintenance plan include details for:

- Incident Management
- Problem Management
- WVOT-wide Infrastructure Monitoring
- ViON Infrastructure Performance Tuning
- Disaster Recovery Support

4.2.2.7 If the Vendor's work requires them to be at a State site, the Vendor should provide the Agency at least seventy-two (72) hours' notice before arriving at the site. Vendor should comply with all Agency policies, State laws, and background checks for contractors, Vendor's, and visitors. Vendor should describe their approach to this requirement.





ViON understands, accepts, and acknowledges that we will provide the agency at least a 72-hour notice before arriving to the site and will comply with all agency policies, state laws, background checks for contractors, vendor's, and visitors. ViON has assembled a team of experts to provide 24x7x365 problem identification and resolution services in both a proactive and a reactive capacity. This team and these services shall include maintenance and support for hardware, operating system software, hypervisor solution, as well as, any other software required for the ViON solution to operate, and service management infrastructure. This team consists of the following:

- ViON Support Center specialists
- ViON local Field Engineers
- ViON local onsite processor and software engineers familiar with the customer's infrastructure, operation, and processes
- OEM hardware experts
- OEM software experts

ViON's support starts with the *ViON Support Center (VSC), manned 24x7x365 days/year with OEM-trained technicians averaging more than 10 years' experience.* ViON will communicate with the designated customer work unit, arrange for Form 7s (or applicable WVOT visit form) to be generated and will coordinate with all site requirements. ViON has been performing and coordinating maintenance for our government customers since 2003.

We will accept calls placed by all authorized customer activities and persons. Such calls are placed to our VSC help desk via a toll-free telephone call. Upon receipt of authorized service request by the customer, or when prompted by on-board diagnostics, we will contact the customer designated work unit in order to inform them of the need for service and to request a Form 7 (or applicable WVOT visit form) be opened. When ViON or a representative arrives at a site to perform such maintenance the customer designated work unit will be contacted prior to starting work.

Upon arrival at a WVOT managed site, a ViON repair representative (or authorized partner) will promptly report to the customer designated work unit at each site, and after completing the service, will deliver a report containing all aspects of the required services, whether hardware, OS or other software required. The procedures described here will enable ViON to ensure that the processor capacity required by customer will be delivered - as ViON has consistently done for the agency over numerous contracts for many years. ViON has an established process for taking back assets returned from service for any reason. Assets placed with customer in service of the WVOT contract will be returnable by the Government in accordance with contract terms and conditions, and coordinated with the appropriate customer policies, procedures, and personnel; e.g., direction received from the COR and/or CO, in accordance with customer designated instructions, and Form 7 (or applicable WVOT visit form) coordination with the site manager, etc.

The process would begin with the initial request for a move. A task or activity would then be created describing the work to be done and would be assigned to appropriate personnel (generally ViON's FEs or SEs). The work history describing each step, including work logs entered by the tech support staff, all become part of the permanent record associated with that

asset. *In addition, ViON will leverage knowledge gained from the Change Management Systems (CMS) provided for similar contracts to document and manage all aspects of an asset's lifecycle.* When an asset is no longer needed for a specific purpose, it will be recovered and can be redeployed. As delivered, the CMS includes out-of-the-box reports that will meet all monthly summary reports requirements.

#### 4.2.3 Contract Management

4.2.3.1 Contract Management: Vendor's proposed solution should provide applicable, supported hardware, software, middleware, and technical dependencies that enables contract management from the business management perspective of centralized ordering, billing, financial auditing, and reporting.

The ViON Cloud Services Portal (VCSP) provides the tools to deliver end-to-end program governance, resource provisioning, call order management, asset management and automated operational orchestration / provisioning to efficiently manage and drive value across all data center deployments from a single interface.

The VCSP is a complete system which provides the governance framework and facilitates all facets of IT Business Management (ITBM), from the call order process from centralized ordering, government acceptance, monthly billing, asset management, configuration management and reporting. This includes ordering new services, ordering increases and decreases in capacity and ordering the cancellation of services.

The VCSP enforces validation of all call orders through both product modeling and customizable approval workflows as well as providing a readily available audit trail of all actions performed within the system for each call order (initial delivery, increases, decreases, and cancelation of services). The VCSP also retains a complete audit trail of all Once a call order is approved, automated and semi-automated workflows spawn tasks within the system to manage the product delivery and notifications of status as the order delivery process proceeds to completion. All throughout this process the system collects metrics which are used to report and ensure that ViON is meeting the contractual SLAs for delivery of services. In addition to supporting order processing, billing, and reporting, the VCSP is used by ViON for asset and configuration management of all contract assets (hardware and software). *This will allow us to provide detailed reporting to WVOT integrating asset and billing information into a single integrated dashboard view or via exportable reports. The VCSP online portal is delivered to WVOT as part of ViON's solution.*

4.2.3.2 Included Professional Services: Vendor should provide professional services for configuration and management of the solutions, as well as training for no less than ten (10) persons. Vendor should also produce documentation (either vendor or manufacturer created) showing how the systems work and how changes can be made if needed.

ViON understands and agrees that professional services for configuration and management of the infrastructure, backup, and monitoring solutions should be included. Along with our partners, Dell Technologies, and ScienceLogic, we will ensure delivery of the solution is performed and configured to meet WVOT's requirements and expectation using ViON's RFU process. ViON also will deliver management of the infrastructure, backup, and monitoring solutions as required by WVOT. Additionally, we will deliver manufacturer documentation to WVOT for all of the solutions provided, and in certain cases, we will deliver operational run books to WVOT to



facilitate operational management to WVOT personnel. The operational runbooks detail customized operations within WVOT's environment and built to provide immediate value for personnel responsible for delivering operations for WVOT.

*ViON agrees to provide training and/or familiarization to customer-designated System Administrators for provided infrastructure. All such training requirements will be included in the utility price offered by ViON. Our training plan will provide WVOT and/or ViON operated facilities:*

- All or some combination of OEM documentation guides
- Existing Computer Based Training manuals
- Training hours and in-person/virtual classroom training

Technical/training support will reoccur when new hardware is introduced to the processing environment. Technical/training support will be provided as part of the total managed service. All training mediums offered will support a minimum of ten (10) State or State-contracted personnel.

4.2.3.3 Billing: Vendor's proposed solution should provide billing capabilities designed to simplify the procedures of a chargeback model, as well as provide a holistic view of service. The state desires the billing detail to include but not be limited to billing by agency, consumption usage by agency, inventory, and disaster recovery services. Vendor should provide an example of billing capabilities designed to simplify the procedures of a chargeback model, as well as provide a holistic view of service. (Example: Department of Transportation charges broken down as specified above)

ViON has provided IT systems for the customer's use on Services contracts for many years. We are very familiar with the varying customer requirements in this regard and have a well-documented process for beginning the billing cycle of Services contracts for customer known as Ready for Use. ViON agrees that acceptance of equipment by the Government will start the billing cycle for this service and all billing will be 30 days in arrears. ViON will work with the customer to *develop a new acceptance validation (an "RFU") to smoothly transition equipment into the customer production environment.* The official acceptance validation documentation will be provided by the customer after contract award.

ViON understands and agrees that billing will stop based on the date of deactivation of the equipment and official cancellation of the original call order, *not* removal of the equipment from the customer site. The date of deactivation will coincide with the first business day after the receipt of the deactivation Call Order for any given deactivation.

We create invoices directly from call order data as entered in the VCSP and does not require the collection, manipulation, or review of usage data. ViON will create invoices directly from data provided by the customer in its "contract call order", augmented by the "Acceptance" and "Deactivation" date that begins monthly charges (increases and decreases) for the resources ordered and provisioned. In addition, during contract initiation, ViON will configure the VCSP to support WVOT's desired reporting and billing schema to identify charges by individual state agencies, departments, or offices. The VCSP can be configured to provide a holistic program view of all services in use by WVOT along with a breakdown of individual billing, consumption usage, inventory and disaster recovery services by state agency such as the Department of





Transportation, Department of Environment Protection, Department of Health and Human Resources, and etc. to simply and support the WVOT's desired chargeback model.

*ViON will employ a monthly billing cycle based on the number of days in each month. At the end of a month, the order processing system is queried to display a sample invoice based on:*

1. Orders that remained in service the entire month with no changes
2. Orders placed in service during the month using the 15th of the month rule
3. Orders implemented during the month that increased, decreased, or cancelled services using the 15th of the month rule

ViON acknowledges that acceptance that occurs on the 15th of the month or prior to the 15th of the month will be billed for the entire month in which acceptance has occurred (Example 1). For acceptance that occurs after the 15th of the month, billing will begin with the following month (Example 2).

**Example 1** – Acceptance by or on the 15<sup>th</sup> of the month: WVOT places a call order for 10TB of storage and ViON delivers the capacity on the 14<sup>th</sup> of April. WVOT acknowledges acceptance of RFU on the 15<sup>th</sup> of April. WVOT's invoice as of 1 May *will* include the billing for this order for the month of April.

**Example 2** – Acceptance after the 15<sup>th</sup> of the month: WVOT places a call order for 10TB of storage and ViON delivers the capacity on the 18<sup>th</sup> of April. WVOT acknowledges acceptance of RFU on the 19<sup>th</sup> of April. WVOT's invoice as of 1 May *will not* include the billing for this order for the month of April. WVOT will begin to be billed for this order on 1 June for the first full month of service.

For deactivations that occur on the 15th of the month or prior to the 15th of the month, no billing will occur for the entire month in which the deactivation occurs (Example 3). For deactivations that occur after the 15th of the month, billing will be for the entire month (Example 4).

**Example 3** – Deactivation or decrease by or on the 15<sup>th</sup> of the month: WVOT places a call order to decrease 10TB of storage and ViON de-provisions the capacity on the 14<sup>th</sup> of April. WVOT acknowledges acceptance of RFU on the 15<sup>th</sup> of April. WVOT's invoice as of 1 May will reflect the decreased cost associated with the decreased capacity for this order for the month of April.

**Example 4** – Deactivation or decrease after the 15<sup>th</sup> of the month: WVOT places a call order to decrease 10TB of storage and ViON de-provisions the capacity on the 18<sup>th</sup> of April. WVOT acknowledges acceptance of RFU on the 19<sup>th</sup> of April. WVOT's invoice as of 1 May will still include the billing for the original capacity for the month of April. WVOT will begin to be billed for this decrease in capacity for the order on 1 June.

*ViON will create a draft invoice and submit it to the designated customer COR who reviews/corrects, as necessary, the draft invoice. Following this feedback, ViON will formally submit the invoice via the customer designated invoicing system. The invoice will be constructed to customer specification and supporting details will be appended in the form of a spreadsheet file that can be easily manipulated to provide a variety of different sorts and views of the underlying data. ViON understands that submission of the monthly invoice for the prior month's activity is routinely completed no later than the fifth working day of the month with*



Government approval no later than the tenth working day of the month. ViON also understands that financial data within the invoice will contain no more than 2 decimal places.

**4.2.3.4 Financial Reporting:** Vendor's proposed solution should develop and provide financial reporting to meet the State's reporting obligations and the State's goals of transparency and technology optimization.

*ViON will provide a Weekly Order Summary report which will include (but are not limited to) the following information elements: Call Order number, CLIN and SLIN descriptions, Customer Department or Office, Project Name, Technical Point of Contact (TPOC), Quantity Requested, Base Price, Extended Price, Order Received Date, Provisioned Date, Acceptance "RFU" Date and Order Comments.* This report is generated by the VCSP system and will include a separate line item for every amendment on all call orders. Additionally, we will provide a monthly Asset Report to provide the State with insight into ViON deployed assets in use on the contract. ViON also has the capability of developing and providing a customized reporting dashboard to allow any State authorized user access that will assist in meeting the State of West Virginia's reporting obligations and goals of transparency technology optimization.

**4.2.3.5 Third Party Terms and Conditions:** Vendor should limit pass-through of third-party terms and conditions; Vendor should describe how their proposal meets this goal.

ViON understands the Third Party Terms and Conditions and will limit pass-through of work to third party vendors to those with specialized skills or technology required to appropriately support WVOT's requirements.

**4.2.4 Mandatory Project Requirements:** The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below

**4.2.4.1 General Mandatories**

**4.2.4.1.1** The State of West Virginia reserves the right to move, change or add additional Data Center locations.

ViON understands, accepts, and agrees with the State's right to move, change, or add additional data center locations under this contract. *ViON's solutions in our aaS model allow for flexibility in consumption, delivery, and can relocate, move, change, or add systems in additional, replacement, or new data center locations, and ViON has established teammates certified in Data Center Moves, including full racks.* ViON's professional services teams are experienced moving data center infrastructure for customers all around the United States and even around the world and can accommodate any changes in physical locations required by the State of West Virginia.

**4.2.4.1.2** WVOT will not accept penalties for scaling down any tier solution, expansion node, expansion storage or infrastructure monitoring node(s).



ViON understands, accepts, and agrees that there will be no penalties for scaling down any tier solution, expansion node, expansion storage or infrastructure monitoring node (s).

4.2.4.1.3 The Vendor must agree that the State owns all data gathered under the scope of this contract. The Vendor must produce and/or return the data upon the State's request in an editable format mutually agreeable to both parties. If any component (e.g. disk drive) fails, the Vendor must ensure any data on said component is destroyed in accordance with WVOT policies and certify, either in writing or some other mutually agreeable format, that any data on said component was destroyed.

*ViON understands, accepts, and agrees that all data gathered under the scope of this contract is owned by the State and that ViON will produce and/or return the data upon the State's request in an editable format. ViON will adhere to West Virginia data destruction policies and regulations, and ViON will ensure any data on said component is destroyed in accordance with WVOT policies and certify, either in writing or some other mutually agreeable format, that any data on said component was destroyed.*

4.2.4.1.4 Vendor shall provide the State full access to any and all encryption keys the Vendor may generate in support of this contract.

ViON understands, accepts, and will provide the State full access to any and all encryption keys the Vendor may generate in support of this contract.

4.2.4.1.5 Vendor shall ensure all solution expenses associated with this contract are captured within the pricing sheet.

ViON understands, accepts, and confirms that all solution expenses associated with this contract are captured within the pricing sheet.

#### 4.2.4.2 Cybersecurity Mandatory Requirements

4.2.4.2.1 Vendor proposed solution must be capable of adherence to federal and state law.

*As detailed further below, ViON proposed solution is capable of adhering to all Federal and State cyber security laws. We have delivered more than 50 IaaS programs delivered across State and Local Governments and US Federal Departments, Bureaus, and Agencies both on and off premise – and meeting all associated cybersecurity requirements is an integral part of this work. Such requirements are often particularly stringent with the US Federal Government, to whom we have been continually providing aaS solutions for 17 years.*

4.2.4.2.2 Vendor's proposed solution must adhere to the State of West Virginia's Cyber Security & Privacy policies, procedures, and standards; these can be viewed at the following link:

<https://technology.wv.gov/security/Pages/policies-issued-by-the-cto.aspx>

ViON understands, accepts, and will comply with the State of West Virginia's Cyber Security & Privacy policies, procedures, and standards; located at the link provided.

This includes all standards related to Remote Access Authentication, Advanced E-Mail Protections, and Payment Card Industry Data Security as applicable.

We are also familiar with and will comply with/ assist WVOT compliance with, all applicable policies, ensuring that we are following the most current/up to date versions of these, to include:

- CTO Review Approval





- Acceptable Use of Portable and/or Wireless Devices
- Acceptable Use of State-Provided Instant Messaging
- Accreditation and Certification
- Account Management
- Malicious Software/Anti-Virus
- Change & Configuration Management
- Cloud Services - OneDrive for Business
- Contractor Management (to include Contractor Information Forms, and Employment Confirmation)
- Data Backup and Retention
- Data Classification Revised
- E-Mail Use Standards (per WV Admin Code Title 163)
- Information Security Auditing Program
- Information Security Policy
- Internet Usage
- IT Policy and Procedure Development
- Network Violation Reporting
- Media Protection
- Use of Social Media Revised
- Wireless Access Points
- WVOT Monitoring Policy
- Technical Investigations
- FOIA Request for Information (where appropriate/ directed)
- Vulnerability Scanning

4.2.4.2.3 Vendor proposed solution must be capable of adherence to all applicable security and privacy standards that are subject to the following:

Health Insurance Portability and Accountability Act (HIPAA) requirements as outlined in the attached Business Associate Addendum (BAA);

Federal Information Security Management Act (FISMA), National Institute of Standards Technology's Special Publication (NIST SP) 800- 53, NIST SP 800-17 which serve as the baseline; Family Education Rights and Privacy Act (FERPA) requirements; Criminal Justice Information System (CJIS) requirements; Payment Card Industry Data Security Standards (PCI-DSS) requirements; Federal tax Information (FTI) and Internal Revenue Service publication 1075 (IRS 1075) requirements; Centers for Medicare & Medicaid (CMS) Services Information Security Policy requirements.

*ViON's proposed solution is capable of adherence with all applicable security and privacy standards as noted in solicitation section 4.2.4.2.3 above as follows:*

- Health Insurance Portability and Accountability Act (HIPAA) requirements as outlined in the Business Associate Addendum (BAA)
- Federal Information Security Management Act (FISMA), National Institute of Standards Technology's Special Publication (NIST SP) 800- 53, NIST SP 800-17 which serve as the baseline
- Family Education Rights and Privacy Act (FERPA) requirements
- Criminal Justice Information System (CJIS) requirements

- Payment Card Industry Data Security Standards (PCI-DSS) requirements
- Federal tax Information (FTI) and Internal Revenue Service publication 1075 (IRS 1075) requirements
- Centers for Medicare & Medicaid (CMS) Services Information Security Policy requirements.

Our experience with Federal agencies such as the National Institutes of Health and the Department of Justice, as well as a wide sampling of State, and Local customers, ensures we are familiar with all such guidelines and their implementation as a matter of course. This experience means that WVOT can be assured that ViON will meet all their regulatory requirements on this contract.

**4.2.4.2.4 The Vendor must adhere to personnel security requirements for background checks in accordance with state law. The vendor is liable for all costs associated with ensuring their staff meets all requirements.**

ViON understands, accepts, and will adhere with personnel security requirements for background checks in accordance with West Virginia state law. ViON will be responsible and held liable for all costs associated with ensuring our staff meets all requirements. Having provided professional services to the State of West Virginia for the emergency backup solution in 2019, *ViON has experience onboarding personnel through the security and background process of West Virginia.* Many of ViON's customers require Department of Defense clearance levels so many of the ViON employees already meet State level requirements, as well as the security levels typically more stringent than those required at state and local level.

**4.2.4.2.5 The Vendor must implement and strictly adhere to physical equipment inventory policy and procedures that are designed to ensure data protection.**

ViON will implement and strictly adhere to physical equipment inventory policy and procedures that are designed to ensure data protection. Our Cloud Service Portal which supports the infrastructure for Data Center 2.0 includes asset management. As part of ViON's policy, within aaS program offerings, all ViON owned assets are required to be registered into our asset management system before deployment.

**4.2.4.2.6 The Vendor must adhere to industry-standard data destruction measures and provide the state with written attestation of data destruction. This includes failed hardware where State data may reside.**

ViON will adhere to industry-standard data destruction measures and provide the state with written attestation of data destruction including failed hardware in which West Virginia data may reside.

**4.2.4.2.7 All Vendor's must ensure that any equipment or software used is not at manufacturer's specified "end of life" (EOL) or "end of support" (EOS) dates and will be supported by the original manufacturer. Maintenance and Support contracts shall be maintained by the vendor on all equipment and software for the life of this contract. Copies of such contracts should be provided to the State with Vendor's response.**

ViON will ensure that any equipment or software used is not at manufacturer's specified "end of life" (EOL) or "end of support" (EOS) dates and will be supported by the original manufacturer.



ViON will maintain maintenance and support contracts on all equipment and software for the life of this contract. ViON has attached in Appendix B copies of such contracts for the State of West Virginia.

4.2.4.3 On-Premise Infrastructure Mandatory Requirements: Pricing for Vendor's proposed solution must provide supported hardware, software, middleware, technical dependencies, and/or managed services (where applicable) to ensure that all the goals/objectives of this RFP are met. The price for each solution, node expansion and storage expansion must be entered on the pricing sheet (Attachment "A").

Pricing for ViON's proposed solution includes all supported hardware, software, middleware, technical dependencies, and/or managed services (where applicable) and ViON confirms that all the goals/objectives of this RFP are met. The price for each solution, node expansion and storage expansion has been entered on the pricing sheet (Attachment "A").

4.2.4.3.1 Virtualization. The on-premise infrastructure solution must be compatible with industry-standard virtualization software. The State currently leverages VMWare. The Operating System (OS) and virtualization licensing are outside the scope of the on-premise infrastructure component.

ViON's proposed solution utilizes and includes VMware as the industry-standard virtualization software. ViON understands that Operating System (OS) and virtualization licensing are outside of the scope of the on-premise infrastructure component.

4.2.4.3.2 Networking. The on-premise solution must include all components to enable the internal networking of the on-premise infrastructure. The State will provide boundary networking capability enabling the network connection of the infrastructure to the state's internal network and to the Internet.

ViON's proposed solution does include all components to enable the internal networking of the on-premise infrastructure. *ViON understands that the State will provide boundary networking capability enabling the network connection of the infrastructure to the state's internal network and to the Internet.*

4.2.4.3.3 Active Directory Domain. The on-premise solution must be capable of integrating with the WVOT's Active Directory (AD) domain

ViON's proposed solution is capable of integrating with the WVOT's Active Directory (AD) domain.

4.2.4.3.4 Domain Name Service (DNS). The on-premise solution must be capable of integrating with WVOT's DNS.

ViON's proposed solution is capable of integrating with WVOT's DNS.

4.2.4.3.5 The Base Solution for all tier levels must have the ability, to be provisioned by the State, with the following minimum specifications:

- 24 CPU cores at a minimum of 2.6GHz processing speed
- 512 GB RAM
- 500 GB Performance Storage



• 1 TB of Volume Storage

ViON confirms that the base solution for all tier levels meets or exceeds the stated minimum specifications.

Required by the State	Provided by ViON	Significance/Benefit
24 CPU cores at 2.6Ghz processing speed	64 CPU cores at 2.80Ghz processing speed	<b>Exceed.</b> ViON believes the State's virtualization performance and virtual machine density requirements will be better fulfilled with 32 CPU cores per node, and ViON is providing 2 nodes in each base solution. This CPU core density also provides the State better cost efficiencies than 24 CPU cores would in the current generation of Intel Cascade Lake processors. <b>Increase of 166% CPU Cores.</b>
512GB RAM	1152GB of RAM	<b>Exceed.</b> Based on OEM best practices, ViON believes the State's virtual machine density requirements will be better met with 576GB of RAM per node, and ViON is providing 2 nodes in each base solution. <b>Increase of 125% of RAM.</b>
500GB Performance Storage	500GB Performance Storage	<b>Meet.</b> ViON agrees with the State that a 500GB starting capacity for Performance Storage in each base tier allows the State the most flexibility when expanding or decreasing Performance Storage via an as-a-Service consumption model.
1TB Volume Storage	1TB Volume Storage	<b>Meet.</b> ViON agrees with the State that a 1TB



Required by the State	Provided by ViON	Significance/Benefit
		starting capacity for Volume Storage in each base tier allows the State the most flexibility when expanding Volume Storage via an as-a-Service consumption model.

Figure 15: ViON exceeds required Specifications

ViON's base solution for Tier 0 includes the following:

- One (1) Cisco USC 5108 blade chassis
- Two (2) Cisco UCS M200 M5 blade servers, with each server containing:
  - Two (2) Intel Xeon Gold (Cascade Lake) 6242 processors that each contain sixteen (16) cores running at 2.80Ghz per core
  - 576GB of RAM
- One (1) Dell EMC Unity 680F performance storage subsystem provisioned with 500GB of performance storage. Additional performance storage is provisioned via the Performance Storage expansion SLIN for Tier 0
- One (1) Dell EMC Isilon H500 volume storage subsystem provisioned with 1TB of volume storage. Additional volume storage is provisioned via the volume storage expansion SLIN for Tier 0
- All necessary switching, cabling, PDUs, racks and other ancillary

ViON's base solution for Tiers 1 and 2 includes the following:

- One (1) Cisco USC 5108 blade chassis
- Two (2) Cisco UCS M200 M5 blade servers, with each server containing:
  - Two (2) Intel Xeon Gold (Cascade Lake) 6242 processors that each contain sixteen (16) cores running at 2.80Ghz per core
  - 576GB of RAM
- One (1) Dell EMC PowerMax 8000 storage subsystem provisioned with 500GB of performance storage. Additional performance storage is provisioned via the performance storage expansion SLIN for Tier 1 or 2
- One (1) Dell EMC Isilon H500 volume performance storage provisioned with 1TB of volume storage. Additional volume storage is provisioned via the volume storage expansion SLIN for Tier 1 or 2
- All necessary switching, cabling, PDUs, racks and other ancillary equipment

4.2.4.3.6 The Node Expansion for all tier levels must have the ability, to be provisioned by the State, with the following minimum specifications:

- 12 CPU core expansion
- 256GB RAM

ViON confirms that the Node Expansion for all tier levels exceeds the stated minimum specifications.

Required by the State	Provided by ViON	Significance/Benefit
12 CPU core expansion	32 CPU core expansion	<b>Exceed.</b> ViON believes that the State will receive the best performance and cost by utilizing 32 CPU core expansion increments for each Node Expansion, while outperforming the States stated requirement. <b>Increase of 166% in CPU Cores.</b>
256GB RAM	576GB RAM	<b>Exceed.</b> ViON believes that the State will receive the best virtual machine density per expansion node by utilizing 576GB core expansion increments for each Node Expansion. <b>Increase of 125% of RAM.</b>

Figure 16: ViON exceeds required Specifications

ViON's Node Expansion for all tier levels will include the following specifications when provisioned by the State:

- One (1) Cisco UCS M200 M5 blade server, containing:
  - Two (2) Intel Xeon Gold (Cascade Lake) 6242 processors that each contain sixteen (16) cores running at 2.80Ghz per core
  - 576GB of RAM

4.2.4.3.7 The Storage Expansion for all tier levels must have the ability, to be provisioned by the State, with the following minimum specifications:

- Performance Storage of 10TB
- Volume Storage of 25TB

ViON confirms that the Storage Expansion for all tier levels meets or exceeds the stated





minimum specifications.

Required by the State	Provided by ViON	Significance/Benefit
Performance Storage of 10TB	10TB of Performance Storage	Meet. ViON agrees with the State that 10TB expansion capacity increments for Performance Storage in each base tier allows the State the most flexibility when expanding or decreasing Performance Storage via an as-a-Service consumption model.
Volume Storage of 25TB	30TB of Volume Storage	Exceed. ViON believes that the State will have the most flexibility by utilizing 30TB expansion capacity increments for Volume Storage in each base tier via an as-a-Service consumption model. Increase of 20% of Volume Storage.

Figure 17: ViON exceeds required Specifications

Each Storage Expansion SLIN for Performance Storage for Tiers 0, 1 and 2 provides the State with the ability to provision 10TB of Performance Storage for those respective Tier 0, 1 and 2 Base Solutions.

Each Storage Expansion SLIN for Volume Storage for Tiers 0, 1 and 2 provides the State with the ability to provision 30TB of Volume Storage for those respective Tier 0, 1 and 2 Base Solutions.

#### 4.2.4.4 Enterprise Data Backup Mandatory Requirements

Pricing for Vendor's proposed solution must provide supported hardware, software, middleware, technical dependencies and/or managed services (where applicable) to ensure that all the goals/objectives of this RFP are met. The price for the solution must be entered on the pricing sheet (Attachment "A").

ViON's pricing for proposed solution does provide for supported hardware, software, middleware, technical dependencies and/or managed services (where applicable) to ensure that all the goals/objectives of West Virginia's RFP are met. ViON's price for the solution will be entered on the pricing sheet (Attachment "A").

##### 4.2.4.4.1 Pricing Structure.



The pricing structure will account for the following components.

**4.2.4.4.1.1 Data Backup Initial Installation.**

The initial installation line item is designed to include all aspects to scope, design, architecture, implement, configure, test, train, and operational hand-off the capability to the State.

ViON's pricing structure does include a line item for the initial installation of the Enterprise Data Backup solution including the following deployment tasks: scope, design, architecture, implement, configure, test, train, and operational hand-off the capability to the State.

**4.2.4.4.1.2 Data Backup Solution.**

The data backup solution provides the monthly cost for base level solution. The data backup solution must include:

**4.2.4.4.1.2.1 Data backup for one-hundred fifty (150) TB.**

**4.2.4.4.1.2.2 Data backup capability at two (2), physically separate locations for redundancy.**

ViON will ensure the data backup solution provides the monthly cost for base level solution and will include:

Required by the State	Provided by ViON	Significance/Benefit
Data Backup for 150TB	240TB of Backup Storage	<b>Exceed.</b> ViON believes that the State will receive the best initial value in the Enterprise Data Backup solution if 240TB are provided. <b>Increase of 60% Backup Storage.</b>
Data Backup Expansion of 50TB	50TB of Data Backup Expansion	<b>Meet.</b> ViON agrees with the State that 50TB expansion capacity increments for Enterprise Data Backup storage allows the State the most flexibility when expanding Enterprise Data Backup solution via an as-a-Service consumption model.
Data backup capability at 2 physical sites for redundancy	Data Backup capability at 2 physical sites for redundancy	<b>Meet.</b> ViON agrees with the State that data backup capability should be spread across 2 physical sites for redundancy in order to facilitate data resiliency.

**Figure 18: ViON exceeds required Specifications**

The IDPA 8300 solution will provide at least 240TB's of initial capacity with the option to immediately increase to 300TB's as needed per the aaS model. ViON will leverage the existing



IDPA 8300 as the DR target device to provide data protection & backup redundancy at two physically separate sites.

#### 4.2.4.4.1.3 Data Backup Expansion.

The data backup expansion line item is designed to include costs associated with the storage expansion of the solution. The data backup expansion must include:

##### 4.2.4.4.1.3.1 Minimal backup storage expansion of fifty (50) TB.

ViON's data backup expansion will include the required minimal backup storage expansion of fifty (50) TB. *The IDPA8300 will provide an immediate capacity expansion of 50TB's usable as required by the customer and can be increased in additional 50TB usable increments as needed for future capacity expansion.*

#### 4.2.4.4.2 Physical Infrastructure Location.

Any physical infrastructure should be installed at a State-owned or State-leased data center location. Any change of location for the physical infrastructure is a decision held solely by the State.

ViON confirms that all physical infrastructure shall be installed at a State-owned or State-leased data center location and that any change of location for the physical infrastructure is a decision held solely by the State.

#### 4.2.4.5 Infrastructure Operational Monitoring Mandatory Requirements –

Pricing for Vendor's proposed solution must provide supported hardware, software, middleware, technical dependencies and/or managed services (where applicable) to ensure that all the goals/objectives of this RFP are met. The price for each monitored system (or group of monitored systems) must be entered on the pricing sheet (Attachment "A").

Pricing for ViON's proposed Infrastructure Operational Monitoring solution does include all supported hardware, software, middleware, technical dependencies, and/or managed services (where applicable) and ViON does confirm that all the goals/objectives of this RFP are met. ViON also confirms that the price for each monitored system (or group of monitored systems) has been entered on the pricing sheet (Attachment "A").

##### 4.2.4.5.1 Pricing Structure:

###### 4.2.4.5.1.1 Infrastructure Monitoring Initial Installation.

The initial installation line item is designed to include all aspects to scope, design, architecture, implement, configure, test, train, and operational hand-off the capability to the State.

ViON confirms that the initial installation line item for the Infrastructure Operational Monitoring solution is designed to include all aspects to scope, design, architecture, implement, configure, test, train, and operational hand-off the capability to the State.

###### 4.2.4.5.1.2 Infrastructure Monitoring Solution.

The solution line item provides the monthly cost for base level solution. The infrastructure monitoring solution must, minimally, include the ability to operationally monitor two-hundred fifty (250) components. A component consists of a physical device or a software instance.

ViON confirms that the base line item does include any and all monthly costs associated with component rollout of the SL1 platform infrastructure monitoring solution. The SL1 platform is



robust enough to monitor thousands of components across multiple environments, yet flexible enough to monitor smaller sets of components including a minimal component volume expansion of two-hundred fifty (250) components. ViON understands that a component consists of a physical device or a software instance.

#### 4.2.4.5.1.3 Infrastructure Monitoring Expansion.

The expansion line item is designed to include costs associated with component expansion of the solution. The expansion must, minimally, include a component volume expansion of fifty (50) components.

ViON confirms that the expansion line item does include any and all costs associated with component expansion of the SL1 platform infrastructure monitoring solution. *The SL1 platform is robust enough to monitor thousands of components across multiple environments, yet flexible enough to monitor smaller sets of components including a minimal component volume expansion of fifty (50) components.*

#### 4.2.4.6 On-Demand Professional Services Mandatory Requirements –

Pricing for any professional services must be fully "loaded" to capture all direct and overhead expenses, travel, per diem, and any other travel-related expenses. Prices for all positions included in this RFP must be entered on the pricing sheet (Attachment "A").

ViON understands professional services must be fully loaded to capture all direct and overhead expenses, travel, per diem, and any other travel-related expenses. Prices for all positions in this RFP are entered in the pricing sheet (Attachment A).

4.2.4.6.1 Vendor must agree to an open-end contract method, where prior to each potential engagement of professional services, a Statement of Work will be drafted and mutually agreed upon by both parties. After a SOW is finalized, each engagement will be initiated by the State via Delivery Order that incorporates the SOW. This applies to all professional service positions listed in Specifications 4.2.1.4. No Statement of work will be permitted to include work unrelated to Data Center 2.0.

ViON agrees to an op-end contract method, where prior to each potential engagement of professional services, a SOW will be drafted and mutually agreed upon by both parties ViON will work with State to determine the required skills, scope, and requirements for each potential professional services engagement. Once agreed upon, ViON will develop a Statement of Work in coordination with the State, outlining the requirements, the scope of work, any deliverables, and price for the engagement. After the SOW is finalized, ViON will initiate the professional services after receipt of the State's Delivery Order that incorporates the SOW. ViON agrees that all professional services engagements will operate in this capacity and they will not be unrelated to Data Center 2.0.

#### 4.2.4.7 Contract Management Mandatory Requirements

4.2.4.7.1 The successful Vendor must assign an experienced and skilled Project Manager who will provide a high-level project management plan including key components such as a project charter, issue tracking, statements of work (SOW), work breakdown structures (WBS), implementation schedules, etc. in accordance with the Project Management Body of Knowledge (PMBOK) or other industry standard project management methodology stated in West Virginia State Code (§5A-6-4b). The link can be found at:



<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05A&art=6#06> . The project management plan must be submitted to and approved by the State prior to implementation.

ViON will assign an experienced and skilled Project Manager to provide a high-level project management plan which includes key components such as project charter, issue tracking, statements of work, work breakdown structures, implementation schedules, etc. in accordance with the PMBOK or other industry standard project management methodology stated in West Virginia State Code. Our project management plans will be submitted to and approved by the State prior to implementation.

For every solution that we provide, ViON ensures quality and risk mitigation for our customer through Project Management oversight. *ViON Project Managers retain PMP certifications and have responsibility for ensuring that a project is completed on time and within budget. ViON project managers ensure a successful solution implementation for our customers.* All ViON Project Managers are PMP certified through the Project Management Institute (PMI) and trained in accordance with the PMBOK project management methodology. ViON applies experience gained supporting State, Local, and Federal agencies with missions similar to the State of West Virginia to effectively manage contracts to meet client objectives. ViON follows our standard PMBOK project management methodology for the five major lifecycle phases: initiation, planning, executing, monitoring/controlling, and closeout. The figure below summarizes the major activities that ViON performs in each of these phases.

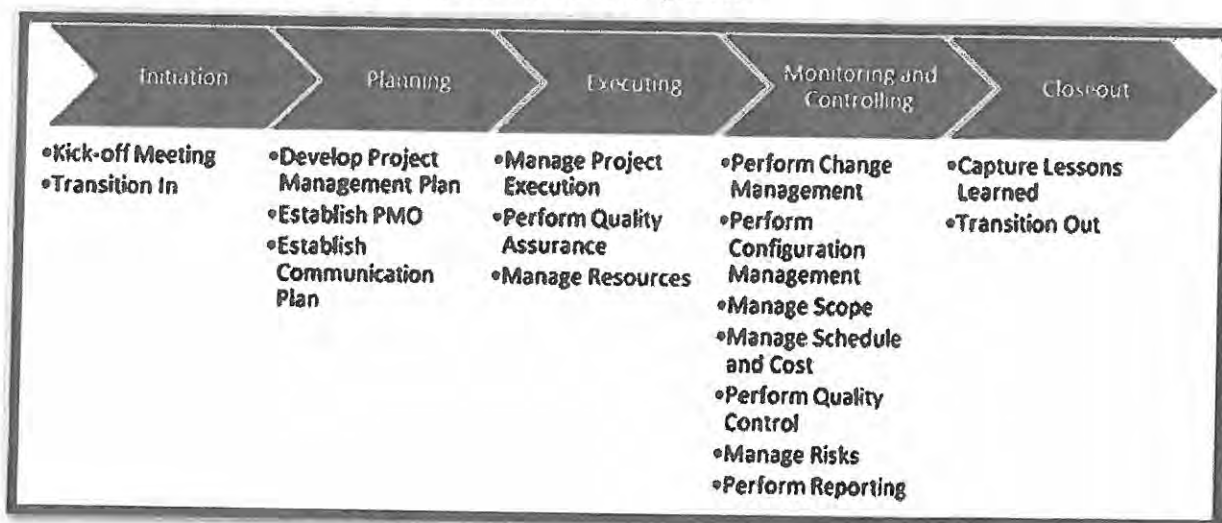


Figure 19: ViON's Project Management Methodology

4.2.4.7.2 The successful Vendor's Project Manager must track and report (via written status reports) the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determined appropriate throughout the project and each site implementation.

The ViON Project Manager, regularly reviews and monitors contract performance and identifies current and potential issues and risks. Preventive actions avoid predictable issues and mitigate or eliminate risks. Tracking and reporting enable ViON to correct problems and allow future tasks to benefit by identifying where we are performing well, and lessons learned. The Project Manager will track and report (via written status reports) the schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determined appropriate throughout the



project and each site implementation. The Project Manager holds regular and ad hoc status meetings in accordance with the established Communications Plan with the technical staff or technical leads to track progress. The Project Manager keeps the State fully informed on project status during status meetings and as defined by the RFP requirements.

**4.2.4.7.3** Vendor billing errors must be credited back to the State from the effective date of the error. The State reserves the right to withhold payment until credit is received.

ViON understands, agrees, and will comply with the State's billing error policy and procedures as described above, and understands the State reserves the right to withhold payment until credit is received effective from the date of the error.

**4.2.4.7.4** For auditing, billing, and support purposes, the State requires any service with an associated rate to be identified on its monthly bill. As such, the State must be provided, at a minimum, the following:

- Billing Period
- Billed Entity Name
- Customer Name/Account (if different from billed entity)
- Itemized Cost for Individual Billing Components
- Total Cost

The cost identified in the bill must match the contract rates for the specified services.

ViON understands for auditing, billing, and support purposes, the State requires any service with an associated rate to be identified on its monthly bill, including but not limited to: 1) **Billing Period**; 2) **Billed Entity Name**; 3) **Customer Name/Account**; 4) **Itemized Cost for Individual Billing Components**; 5) **Total Cost**. ViON understands, accepts, and will comply with the State's request for the cost identified in the bill to match the contract rates for specified services.

**4.2.4.7.5** The Vendor must invoice on a consistent monthly billing cycle across all services. Increases or decreases for a partial month must be prorated based on the date of the service increase or decrease.

ViON will invoice on a consistent monthly billing cycle across all services. Increases or decreases for a partial month will be prorated based on the date of the service increase or decrease.

**4.2.4.7.6** All tier Base Solution(s), Expansion Node(s), Expansion Storage, Enterprise Data Backup, and Infrastructure Operations Monitoring pricing must include the cost of delivery, physical installation, and initial physical configuration by the Vendor. The Vendor's unit price should be inclusive of all hardware maintenance and support costs.

ViON will ensure that all tier base solution(s), expansion node(s), expansion storage, enterprise data backup, and infrastructure operations monitoring pricing includes the cost of delivery, physical installation, and initial physical configuration. ViON's unit price will include all hardware maintenance and support costs.

**4.2.4.7.7** Vendor must input pricing for each tier Base Solution(s), Expansion Node(s), Expansion Storage, Enterprise Data Backup, and Infrastructure Operations Monitoring in the pricing page. These costs will be a per month charge and include all costs for providing that





service as indicated elsewhere in this RFP. Vendor must also input a per hour charge for those professional services positions listed on the pricing page.

ViON will input pricing for each tier base solution(s), expansion node(s), expansion storage, enterprise data backup, and infrastructure operations monitoring in the pricing page. ViON will input a per hour charge for those professional services positions listed on the pricing page.

4.2.4.7.8 Vendor must input percent discount to the corresponding Asset in Service year periods on the pricing page. (Cells G4 through M4). Enter a whole number (e.g. 4) or fraction of a number (e.g. 7.5) corresponding to the percentage discount. The spreadsheet will automatically treat the number as a percentage.

ViON will input percent discount to the corresponding Asset in Service year period on the pricing page as instructed in the RFP. We will enter whole numbers or fraction of a number corresponding to the percentage discount. The spreadsheet will automatically treat the number as a percentage.

4.2.4.7.9 The Vendor's price in Asset in Service will be used by the State to calculate the cost of all orders. Orders placed in billing status in Year 1 will be billed at the subsequent Year's monthly unit price beginning in subsequent year. For example, a tier O solution ordered in month 1 of Year 1, will be invoiced at the Year 2 unit price beginning in Month 1 of Year 2.

ViON understands and accepts that ViON's price in Asset in Service will be used by the State to calculate cost of all orders. We understand that orders placed in billing status in Year 1 will be at the subsequent Year's monthly unit price beginning in subsequent year.

4.2.4.7.10 The State expects full, complete, and timely cooperation in disentangling the relationship if the Agreement expires or terminates for any reason. In the event of expiration or termination, the State expects that the Vendor shall, among other things: return all State data and documentation to the State, including but not limited to configuration information and allow the State or the replacement provider(s) continued view (read-only) access to all billing, previously placed orders, and previously opened trouble ticket system, and document processes that have been employed in servicing the State and provide the state a copy, in accordance with methods and procedures to be agreed upon and established in the Agreement. Please acknowledge your acceptance of this.

ViON understands, accepts, and will comply with the States requirement regarding full, complete, and timely cooperation in disentangling the relationship if the agreement expires or terminates for any reason. If the agreement expires or terminates, ViON will among other things: return all State data and documentation to the State, including but not limited to configuration information and allow the State or the replacement provider(s) continued view (read-only) access to all billing, previously placed orders, and previously opened trouble ticket system, and document processes that have been employed in servicing the State and provide the state a copy, in accordance with methods and procedures to be agreed upon and established in the Agreement. ViON acknowledges our acceptance of this requirement.

#### QUALIFICATIONS AND EXPERIENCE (RFP 4.3)

4.3 Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to,

copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

In Appendix E, ViON has provided personnel certifications of the ViON delivery team as well as highlighting qualifications in Section 4.3.1.7. In addition, ViON's experience with past projects closely aligns with the requirements of the State of West Virginia. The below table summarizes applicable projects, type of project, project goals, and how they were met.

Description / Location	Project Type	Project Goals	Description of Work	Project Manager and Contact Info
State of West Virginia Emergency Backup Solution	Firm-Fixed Price	Emergency purchase and implementation of additional Dell backup storage	ViON purchased equipment at-risk and implemented the solution successfully	Pat Mooney, <a href="mailto:Pat.Mooney@vion.com">Pat.Mooney@vion.com</a>
State of Massachusetts	Firm-Fixed Price	Mainframe storage, backup, and preparing Customer for Cloud	ViON implemented the storage and backup solution giving customer cloud storage capability.	Pablo Gomez, <a href="mailto:Pablo.Gomez@vion.com">Pablo.Gomez@vion.com</a>
State of North Carolina	Firm-Fixed Price	Implement and integrate enterprise storage into NC environment (including network, authentication, replication, and knowledge transfer)	ViON implemented and integrated enterprise storage into environment, performed knowledge transfer and ongoing support services.	Kim McCabe, <a href="mailto:Kimberly.McCabe@vion.com">Kimberly.McCabe@vion.com</a>
Transportation Security Administration / Maryland & Colorado	Firm-Fixed Price	Required managed services for data analytics platform including	ViON delivered ongoing managed services for the	Pat Mooney, <a href="mailto:Pat.Mooney@vion.com">Pat.Mooney@vion.com</a>

Description / Location	Project Type	Project Goals	Description of Work	Project Manager and Contact Info
		patches, security updates, etc. for both Development and Production environments.	infrastructure, both remotely and onsite maintaining security and compliance.	
State Street Global Advisors / Boston, MA	Firm-Fixed Price	Required ongoing remote managed services for storage and compute infrastructure	ViON delivered ongoing managed services for the infrastructure for firmware, hardware, and application layers.	Kim McCabe, <a href="mailto:Kimberly.McCabe@vion.com">Kimberly.McCabe@vion.com</a>
US Patent and Trademark Office / Alexandria, VA	Firm-Fixed Price	Deliver efficient storage infrastructure and services in an as-a-Service contract	ViON delivered fixed price infrastructure with managed services improving efficiency and reducing outages.	Rusty Spohn, <a href="mailto:Rusty.Spohn@vion.com">Rusty.Spohn@vion.com</a>

Figure 20: ViON's Experience Summary

The below organization structure illustrates how ViON proposes to operate this contract with WVOT. While there is a single point of contact, WVOT will have access to the entire account team (identified in section 4.3.1.7) as well as the larger ViON Corporation to resolve any significant issues or challenges encountered.

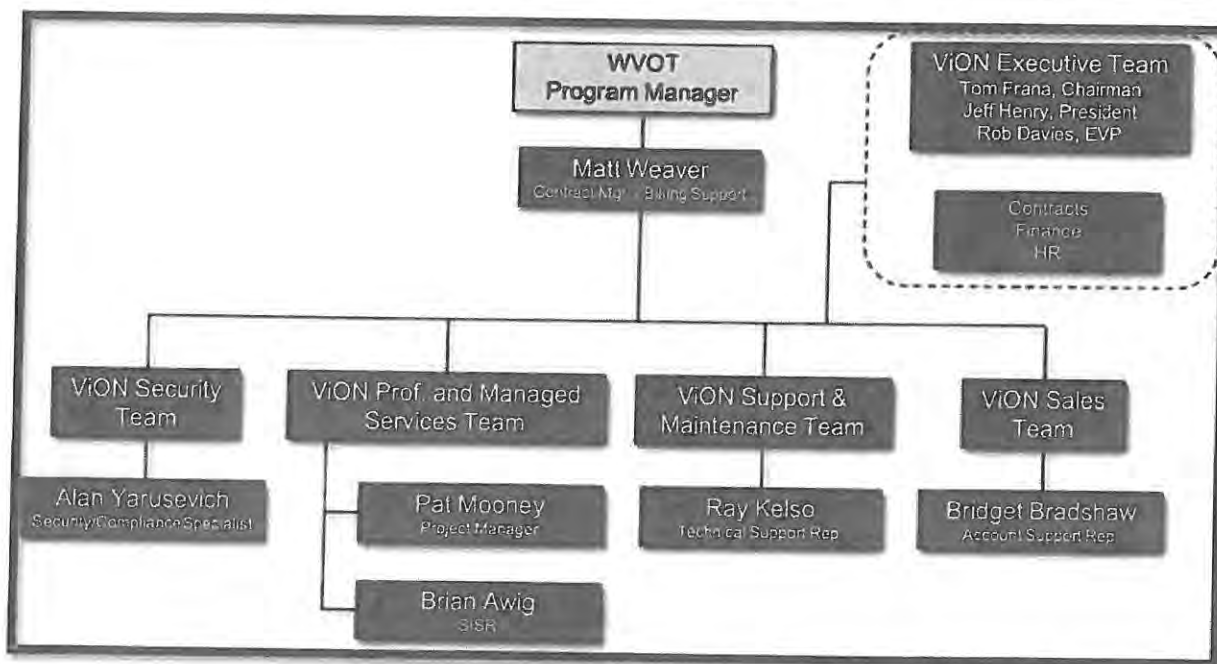


Figure 21: ViON Project Organizational Chart

4.3.1 Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

ViON meets and surpasses the desirable qualification and experience requirements listed below. ViON's history with on-premise, consumable infrastructure began with our customer, Defense Information Systems Agency (DISA), in response to DISA's desire to provision Storage Capacity as-a-Service. ViON gained vast experience and developed great skill over the course of this contract while deploying 60+ PB's of storage; 13,000 SAN Ports; 44 Tape Libraries with thousands of tape cartridges; and 4+ PB of backup data and 3+ PB of archive data. ViON's robustly configured storage solutions dynamically scaled up and down, maintaining consistent performance while DISA's infrastructure dramatically grew to meet the demands of data center consolidation and transformation efforts.

Fast forward 17 years, ViON currently has been awarded over *\$1.7 Billion in as-a-Service contracts* (total pertains to contract ceilings). Each of these awarded contracts has been custom-tailored to meet the needs of the customer. ViON will use the experience and knowledge gained in supporting similar government customer programs in successfully executing and meeting the requirements associated with the WVOT service needs. Choosing a vendor with a proven track history in this market is vital to the success of WVOT's initiative as it sets the stage for the next decade of IT advancement and enablement for its agencies. ViON's experience and understanding of Infrastructure as-a-Service processes, operational contexts, technology, and engineering required to assure the highest degree of performance and availability is essential to lowering risk to the mission. Examples of ViON's experience, as listed below in the following sections, illustrate our ability to meet and exceed the demands of WVOT's strategic vision.





4.3.1.1 Vendor should specify previous experience in providing an on-premise infrastructure, preferably with government organizations. Vendor should include the scope of programs implemented. Vendor should also include any contacts at the specified entity who can be contacted for verification.

*Please also see relevant experience as answered in Sections 4.3.1.5, 4.3.2.1, 4.3, and 4.3.2.2.*

**REFERENCE 1:**

**Program Title:** SPARC Compatible Processor Capacity Services (SPARC)

**Contracting Agency or Customer:** Defense Information Systems Agency

**Period of Performance:** 2/5/2019 - 1/31/2029

**Contract Ceiling:** \$329,586,627.00

**Point of Contact:** Program Manager, Mikell Spencer Telephone: (405) 855-8487

**Scope:** For this contract ViON is responsible for providing reliable, responsive, and cost effective processor "on-demand" infrastructure services for SPARC Compatible chipset processing capabilities for Defense Information Systems Agency (DISA) and/or DISA- approved locations, located in both the continental United States (CONUS) and outside of the continental United States (OCNUS). We provide DISA with a dynamically scalable processing capability utilizing an on-demand service approach for new equipment, that will readily adjust to changes in processing and throughput requirements (increases and decreases) and is priced on a utility ("as used") basis or tiered structure. As part of this process, ViON acquires, delivers, installs, configures, deinstalls, and provides the necessary hardware (which can include but is not limited to) cabinets/racks/cabling/cable management/PDUs hardware maintenance, operating system software, hypervisor solution, as well as, any other software required for our solution to operate, and services to support the processor infrastructure associated with this contract. The Government maintains day-to-day operational control and complete oversight responsibility of the processing environment. This operational control includes the installation of all software updates after the initial delivery. However, all operating system software, hypervisor solution, as well as, any other software required for ViON's solution to operate, including software maintenance and licensing are provided by ViON under this contract.

**Relevance to WVOT's Mission:** As noted above, ViON has the experience and capability to deliver, on-demand, all types of infrastructure (compute, storage, and networking) and services to WVOT with the ability to scale up or down as needed. DISA is a customer who continuously trusts and depends on ViON's aaS offering and continues to award business to ViON due to our knowledge, experience, and past-performance success.

**REFERENCE 2:**

**Program Title:** Justice Capacity Services Contract I & II

**Contraction Agency or Customer:** Department of Justice

**Period of Performance:** 9/2013 - 9/2024 (Recompete won in 9/2019)

**Contract Ceiling:** \$24,000,000.00+ (Justice Capacity Services Contract II)

**Point of Contact:** Contracting Officer, Denise Fines; Telephone: (202) 305 9111



**Scope:** ViON, a subcontractor to prime contractor Alvarez and Associates, provides Storage-as-a-Service (SaaS) for the Department of Justice, Office (DOJ) of the CIO. DOJ's goal is to provide a dynamically scalable on-demand service approach that readily adjusts to changes in processing and throughput requirements (increase and decrease).

ViON acquires, installs, de-installs, configures and maintains all hardware/software for this contract while consistently meeting or exceeding the DOJ requirements and SLAs. With ViON's SaaS and program management, we replaced DOJ's EOL equipment with new Enterprise-class storage platforms and relocated its data center over 1,400 miles, experiencing minimum outage. Similarly, DOJ was able to relocate its DR site 250 miles and implemented a 3-datacenter replication solution to facilitate the relocations and meet DOJ's budget requirement.

In 2019, ViON was awarded the Justice Capacity Services Contract for the 2<sup>nd</sup> time. ViON personnel continues our long-term exacting standards of commitment to the DOJ's requirements. Our service and support personnel concentrate on building long-term relationships with the DOJ personnel so we may fully understand the DOJ's environment and the critical cycles of their business. As the DOJ's needs and expectations change over time, our personnel are there to ensure that each changing requirement is met with a quality solution. ViON's commitment to quality involves a process that unites our personnel, our service philosophy, and our technology.

**Relevance to WVOT's mission:** DOJ has recognized the value of the ViON aaS program and has determined all new infrastructure for DOJ will be procured in our as-a-Service model for IT hardware. As WVOT makes its transition to a consumable, OpEx model, WVOT will need ViON's program management experience and standards of excellence to ensure the entire journey (before and after transition) remains successful.

### **REFERENCE 3:**

**Program Title:** Northwest Regional Data Center (NWRDC) Cloud Infrastructure

**Contracting Agency or Customer:** NWRDC at Florida State University

**Period of Performance:** 1/3/2018 - 1/3/2022

**Contract Ceiling:** \$4,250,000.00

**Point of Contact:** Executive Director, Tim Brown; **Telephone:** (850) 245-3521

### **Scope:**

The NWRDC acts as centralized IT for 94 public and not for profit entities in the state of Florida. NWRDC's goal was to address the need for select state agencies requiring a consumption model for the procurement of IT. ViON offers NWRDC flexible, on-demand storage in support of open systems and its Mainframe environment, allowing the customer to dynamically scale up and down as needed. ViON maintains a very close relationship with NWRDC to ensure the users of NWRDC's services are achieving their mission critical needs, a shared responsibility between NWRDC and ViON.

ViON has been a strategic supplier and partner in supporting the critical storage needs of the NWRDC for more than 7 years. Through ViON's enterprise IT engineering experience we have architected, implemented and created an aaS model in support of the State which was successfully recompeted and awarded to ViON once again in 2016.





**Relevance to WVOT's Mission:** The NWRDC Cloud Infrastructure program relates to WVOT's position as acting as the centralized IT for its agencies throughout the State. ViON has the experience and past performance success in creating an on-premise infrastructure consumption model as demonstrated with that of the State of Florida.

4.3.1.2 Vendor should describe its experience and process for supporting cybersecurity requirements associated with the components of this RFP.

ViON has been providing cyber-compliant solutions across Federal, State, and Local Government organizations. Our solutions are delivered and installed based on required security policies and compliance regulations of our customers. If our customers require specific security policies and access controls applied to the solution, they will be built into the solution and deployed to meet the customer's needs. If none are provided, we apply security best practices and access controls based on NIST SP 800-53 access controls to adhere to DISA Secure Requirements Guide (SRG)/Secure Technical Implementation Guide (STIG) criteria in order to harden the components of the solution.

ViON categorizes our cybersecurity process into two phases: cybersecurity deployment and cybersecurity operations. During the cybersecurity deployment phase, ViON works in compliance with our customer's existing cybersecurity policies and procedures to ensure the infrastructure being deployed into the customer environment is secure and compliant. ViON *leverages customer approved images, security protocols, and other procedures to ensure compliance upon delivery of our solutions.* For example: For ViON's customer at the DISA, we leverage STIG approved Operating System images and settings before installing the system in the DISA environment. Our team monitors and performs regular updates for both firmware and hardware as well as performing emergency security updates, as needed.

Once a system is installed and Ready for Use (RFU) in a customer environment, ViON transitions to the cybersecurity operations phase where ViON monitors and manages the cybersecurity posture of the infrastructure. ViON Managed Services for ViON-owned equipment (e.g. Dell VxBlock 1000 and IPDA 8300 with our proposed solution for WVOT) includes security updates within 72 hours if permitted, firmware updates, revision control, and OS updates. For WVOT-wide infrastructure, for one of our customers, Honeywell, ViON delivers managed network and cybersecurity services at secure Honeywell facilities. ViON engineers monitor for security updates and provide regularly scheduled patching and updating for their network infrastructure, while also performing health checks for their critical facility network infrastructure.

We also engage Ascolta, our wholly owned subsidiary with a focus on cybersecurity solutions and a proprietary solution, "Greenfield". Greenfield is a ready built security compliant platform designed to deploy security compliant images and systems immediately for specific customer environments. ViON, with Ascolta, can perform more extensive interviews and discovery around RMF and Security Access Controls with outcomes of providing full guidance and documentation for certifications, accreditation, and compliance.

**ViON UTILIZES SCIENCELOGIC TO MONITOR FOR:**

- ✓ Security Gaps
- ✓ Patch Updates with Revision Control
- ✓ Capacity and Threshold Alerts
- ✓ Pro-active Alerting



4.3.1.3 Vendor should describe its experience and capabilities in supporting their customers during compliance audits when the vendor-supplied solution is within the scope of audit.

ViON works closely with customers during and after installation and implementation to ensure proper cybersecurity requirements are met. We review the customer's Risk Management and Audit Management Plans and (where these exist) and work closely with the IT department and CISO/CSO/ISO to ensure proper cybersecurity and audit compliance. If there is an audit regarding a component of a ViON solution, it is in-scope and subject to procedures under the customer's Audit Management Plan (AMP) provided the customer has physical control of the solution. If the solution is hosted remotely by ViON, or other cloud provider ViON is offering, provided services are in-scope and subject to each customer's adopted AMP.

The Department of Commerce USPTO SIMS contract is an example of ViON's experience in supporting its customers in compliance efforts. SIMS is required to complete annual continuous monitoring and assessment activities. The system must follow the guidance described in the NIST SP 800-37 (Rev 1), "Guide for Applying the Risk Management Framework to Federal Information Systems" and NIST SP 800-53 (Rev 4), "Security and Privacy Controls for Federal Information Systems and Organizations. ViON delivers the objective by conducting an information security program review and comprehensive assessment using artifacts that already exist where possible, structured interviews, and direct observations to benchmark the ViON information security program against the NIST SP 800-53 control set identified by the organization.

4.3.1.4 Vendor should describe its policies and procedures for conducting sub-contractor assurance, validating both the capability of the vendor to fulfill contracted responsibilities and adhere to all applicable security & privacy policies.

ViON and our assigned Project Manager will oversee any subcontractors performing work on behalf of WVOT. The ViON PM is the primary point of contact for our subcontractor management, but will also leverage other functions within ViON including, but not limited to the Contracts Department, Finance, IT, and Security. The ViON PM will manage the subcontractors by:

- Validating the subcontractor's ability to perform the Service required
- Ensuring the IT Service is delivered in a seamless manner
- Managing the overall activity of the subcontractor staff to ensure cost, schedule, and performance meet service expectations and requirements
- Delivering services in compliance with agreed upon SLAs
- Ensuring the flow downs, including background investigation and certification requirements, of all contractual documents between WVOT and ViON are included in any subcontract agreements with subcontractors
- Ensuring adherence to WVOT policies and procedures including all applicable policies and standards issued by the WV CTO

In addition, ViON has and will continue to aggressively seek opportunities to leverage small businesses while being mindful of risk and cost concerns for customers. ViON's commitment begins first with meeting customer needs in an operationally sound and cost-effective manner.



*ViON is committed to the small business subcontractors we use in support of our customer contracts and continue to provide meaningful roles for these and other small business concerns over the life of the contract as the work evolves and where we can engage small businesses effectively.*

ViON's Subcontract Administrator will maintain responsibility for effective participation of small business concerns, ensure all customer contract and subcontract requirements are met, and provide timely and responsive reporting and support for the customer. The ViON Subcontract Administrator will work with ViON's PMO to assist small businesses during their execution of efforts on the customer contract. Efforts include the following:

- Work with the PMO and the customer Small Business Program Offices to qualify small businesses which can support the customer environment.
- Provide adequate and timely consideration of the potentials of SB, SDVOSB, HUBZone, SDB and WOSB concerns in all make-or-buy decisions.
- Counsel and discuss subcontracting opportunities with representatives of small business firms.
- Confirm that a subcontractor representing itself as a small business concern is identified as a certified small business and appropriate socio-economic category concern by accessing the System for Award and Management (SAM) database or by contacting Small Business Administration (SBA).

ViON will be diligent about ensuring prompt subcontractor reporting, accurate subcontractor business certifications, and quick and effective responses to any problems, issues, or concerns. ViON will also support WVOT, at any time, with ad hoc subcontract inquiries and discussions.

4.3.1.5 Vendor should list all references and/or examples for previous experiences in providing on-premise infrastructure services. Vendor should include any applicable documentation pertaining to the services outlined within this solicitation.

*Please also see relevant experience as answered in Sections 4.3.1.1, 4.3.1.2, 4.3.1.3, 4.3.2.1, and 4.3.2.2.*

#### **REFERENCE 1:**

**Program Title:** Storage Infrastructure Managed Services (SIMS)

**Contracting Agency or Customer:** Department of Commerce, United States Patent and Trademark Office

**Period of Performance:** 08/01/2014 – 11/30/2021 (Option Years from 2/1/2015 – 11/30/2021)

**Contract Ceiling:** \$165,790,191.00

**Point of Contact:** Program Manager, Ian Neil, **Telephone:** (571) 272 5075

**SCOPE:** The USPTO SIMS contract was awarded to ViON with the goal of transferring the ownership, design, engineering, support, and maintenance of the agency's storage to an on-premises, Contractor-owned infrastructure. Our managed services model provides USPTO a vendor-agnostic just-in-time storage approach to the agency's storage technology needs. In addition to daily management of storage, ViON's Managed Services provides proof-of-concepts,





evaluations, assessments, vendor management, and market research. On this contract, ViON currently manages 7.6PB of storage servicing 12,000 hosts. This consists of both physical and virtual servers achieving an aggregate throughput of 250 GB/s (2,000 Gb/s). 99% of I/O is below 4/ms response time.

The primary measurements of ViON performance are availability/uptime and delivery/provisioning time. The SIMS contract has a 100 percent availability requirement with associated penalties in the form of liquidated damages if there is an outage caused by ViON personnel or the ViON-provided infrastructure. ViON has incurred zero financial penalties due to infrastructure outages. The SIMS contract also has delivery SLAs from 3 to 10 business days (depending on the size of the storage request). This time is tracked from order placement up to ViON presenting usable storage to USPTO. ViON measures the time-to-completion for each provisioning request and routinely exceeds the contractual requirements, with the average request being completed in only a single business day (absent any customer-driven delays).

**Detailed Technical Scope of Work:** ViON provides USPTO with two independent SAN fabrics; SIMS proper and Legacy. Each SAN fabric also consists of two redundant SANs. The SIMS proper SAN consists of 36 SAN switches (Core and Edge) and 3,456 ports fronting 5PBs of Dell/EMC Enterprise block, NAS and object storage. The Legacy SAN fabric consists of 10 SAN switches (Core and Edge) and 2,568 ports fronting 2.6PBs of Dell/EMC Enterprise and mid-tier block and NAS storage. Each of these SAN fabrics support hundreds of both virtual and physical Windows, Linux, Solaris, and HPUX operating systems that are dual pathed within their respective SAN Fabric. By using the OEMs best practices, data throughput is in excess of 250 GB/s with less than 4ms response times to the multi-tenant environment.

ViON also provides storage to the Backup team needed to perform disk to disk to tape backups. We provide 4PB of Block, NAS and Object based storage and replicate 3.6 PB of Block, NAS, and Object asynchronously to a remote data center for BCDR purposes.

*Regarding business insights, ViON provides a suite of Virtual Instruments (VI) capabilities with TAP and PROBE systems for capturing fiber channel traffic at select points in the architecture. It also includes Virtual Wisdom servers and software for data analysis and real-time monitoring.* We use the VI fiber analysis tools to analyze and troubleshoot the FC SAN and gather metrics. This gives us the knowledge and capability to adjust resources and fine tune the fiber channel environment for performance gains and resiliency. It gives us the insight and intelligence to make architectural changes when needed. ViON also employs EMC ViPR and NetApp OCI to monitor the health and performance of the infrastructure allowing ViON to exceed speed and IOP SLAs.

**Relevance to WVOT's Mission:** While ViON has proven its capabilities in providing on-premise infrastructure, the USPTO SIMS contract is an example of our ability to manage the entire data center operation if desired by the customer (or any scope of services in between). There are six (6) 1-year options on this contract, and together, the USPTO and ViON chose to renew each option year as a result of ViON's performance. ViON's continued success on this contract of meeting stringent SLAs (based on 100 percent availability) proves our ability to meet and exceed any on-premise infrastructure service requests in support of WVOT's needs.

## **REFERENCE 2:**



**Program Title:** Defense Information Systems Agency (DISA) ADVANCED INTERACTIVE EXECUTIVE (AIX) II & III

**Contracting Agency or Customer:** Defense Information Systems Agency

**Period of Performance:** Five (5) Year Base (10/12/12 through 10/12/17), with three (3) 1-year Options to October 12<sup>th</sup>, 2020

**Contract Ceiling:** \$170,898,036.00

**Point of Contact:** Program Manager, Justin Stubblefield; **Telephone:** (405) 739-3736

**SCOPE:** In 2012, ViON won DISA's competitively awarded Capacity Services System P Contract for the second time. Based partially on our outstanding performance during our work on AIX II, ViON was recently awarded the competitive re-compete of this contract (AIX III) and is currently on-going. For DISA, ViON performs provisioning IBM AIX Processor Capacity as a Service. Using ViON's Capacity Call Order process, ViON has processed Call Orders for increases *and* decreases in the following classes of Processor Services: Mid-Tier Processor Services; Enterprise-Tier Processor Services; Enterprise Hardware Management Consoles; high-performance I/O interfaces, Power HA Software, Professional Services, as well as advanced technical support, documentation and performance analysis.

*ViON has pioneered many of the innovative processes needed for successful implementation of capacity-based IT services. These innovations include web-based, automated call order processing, automated government approval workflow, the "RFU" process for acceptance and billing management, and detailed monthly invoicing of capacity-based orders (both new and continuing).* ViON gained extensive experience and developed skills over the course of this contract while deploying and maintaining 30 advanced IBM AIX Power servers; redundant multi-site management infrastructures, and High Availability software ensuring availability as high as 100%. ViON also provides the engineering and knowledge transfer expertise DISA uses to build and support enterprise AIX processing capabilities.

ViON regularly attends meetings in Denver, Ogden, Oklahoma City, and San Antonio. ViON has hosted DISA periodic reviews from our HQ in Herndon, Virginia - attended by both DISA and Mission Partner executives.

**Relevance to WVOT's Mission:** ViON's PMO has used a unique acquisition model achieving capacity changes (increases *and* decreases) while controlling all costs in support of DISA. DISA has been utilizing this web-based Call Order processing system since 2011 - now known as the VCSP. The VCSP will be tailored for WVOT to create a defined work-flow process for WVOT's call orders.

To further explain the VCSP, the portal acts as the hub for all Call Order communications with DISA. A user logs into the VCSP with their credentials. A new Call Order is created by selecting the type of service desired, the location where the service is to be provided, the security classification (SIPR or NIPR), and then adding other info such as technical or contracting contact. Next, one "builds" the requested service, selecting from drop-down menus. When finished, the Call Order is saved as a draft or presented to ViON for validation, acceptance, and processing. As orders are created, they are automatically forwarded to responsible parties for approval and authorization. This process is performed by the VCSP, using conventional e-mail. This ensures funds and authority are available and consistent with the services ordered.

Throughout the call order process, the VCSP automatically sends informational emails to the DISA team, following a DISA defined work-flow process. Details of Call Orders can be examined at any time in the process.

ViON's PMO demonstrates our ability to provide large-scale program management and to successfully execute on a wide range of IT solutions that will be tailored to WVOT's specific needs.

4.3.1.6 Vendor's should hire staff that have the appropriate background, education, and experience to address all tiers and services of the contract.

Using the ViON Staffing Plan described below, ViON's Operations Management team shall ensure that the staff hired to satisfy the services associated with the WVOT proposal are qualified, certified and trained on a regular basis to ensure they are best adapted to meet the currently required and evolving needs of the customer.

### STAFFING APPROACH

Our overall approach to staffing has a key goal – to provide a workforce in support of the WVOT contract of highly qualified personnel in specific labor categories. Supervisory positions will be filled with experienced personnel who are charged with providing the leadership, direction, functional understanding, control, and accountability needed to ensure that all areas are supported in keeping with the requirements.

This approach leads to three areas of focus to produce quality outcomes for WVOT, these areas are **Recruiting, Training and Retention**. ViON's Human Resources (HR) Division, work closely with Program Managers to select high quality staff for specific requirements. We find quality candidates via a diverse program that leverages referral bonuses, professional organizations and contacts, advertisements, resume services and an internally managed database. In doing this we a four-phase interview process: Resume Review, Interview, Background Security Check, and Offer.

At ViON, recruiting and placement is a function of the HR Division, working closely with ViON's Program Account Manager to select high quality professionals. Our HR staff is committed to affirmative action and equal employment opportunity. Both the HR staff and the Program Account Manager conduct interviews. Other company officials may also become involved in the selection process if the position to be filled is particularly sensitive. The final authority for hiring is a collective decision involving both the requisitioning unit and the HR Division.

To ensure that our new hires are of the **highest caliber**, we conduct **in-depth reference checks** for all positions. ViON's record of success is directly attributable to its HR policies that are based on a commitment to its employees and the principles of equal employment opportunity. These commitments are reflected in our respect for the individual, insistence on quality, and reward based on performance. Our decisions regarding recruitment, hiring, training, promotion, retention, and reward of individuals are made without bias or prejudice.

The success of our staffing approach is attested by, beginning in 2008, ViON being consistently recognized as a Best Place to Work receiving awards from The Washington Post, The Washington Business Journal, and Washingtonian Magazine. Additionally, ViON has been



named *Washington Business Journal's "One of the top privately-held companies in Washington DC"*.

ViON encourages promotion from within our own organization whenever job opportunities become available. These positions are announced through our weekly newsletter, ViON Shout Out. All project managers and liaisons are provided written Job Vacancies, which are posted in a central location at each project site. ViON practices proactive recruiting of personnel to meet unique job requirements. As an Affirmative Action employer, ViON provides job vacancy announcements to several organizations throughout the Washington Metropolitan Area that locate qualified minorities, women, veterans, and workers with disabilities. Our recruiting techniques include:

- **Professional Contacts:** ViON managers and staff maintain contacts throughout the technical and professional community
- **Professional Organizations:** ViON has relationships with professional organizations, employment organizations, and college/university placement offices
- **Referral Bonus Program:** ViON promotes employee referrals through its Referral Bonus program
- **Advertisements:** ViON advertises in a variety of newspapers, job lines, and technical and professional magazines
- **Internally Managed Recruitment Database.** ViON maintains its own internally managed database of professional applicants in all areas of information technology

ViON believes that challenging its employees and rewarding strong performers leads to enhanced performance, and ultimately, to client satisfaction. ViON is committed to rewarding its employees for loyalty and performance, and to nurturing the on-going relationship between the company and its clients.

### Corporate Structure

ViON's proposed organization and structure is the product of more than 38 years of successful implementation experience. We employ best practices and leverage the lessons learned from years spent supporting Federal, State, and Local agencies with similar needs. ViON has the administrative, financial, management and partner resources in place to provide best-in-class support and services to the WVOT. As detailed in this proposal, our team has significant experience at other Federal agencies supporting the same or similar requirements that are detailed in this solicitation. Our proposed organizational structure for a resulting WVOT contract (as outlined in the graphic below) includes a dedicated PMO with Support Engineers, Field Engineers, our Consumption-based acquisition model as well as Professional and Managed Services. This structure will include ViON personnel but will also leverage our broad partner ecosystem on an as-needed basis. Our team will work with existing WVOT staff and vendors as necessary to ensure both a smooth transition to the contract as well as ongoing services during the life of the contract.

### Managed Services

ViON will deliver onsite and where allowed, remote, Managed Services to support the ViON solution. ViON's Managed Services teams are U.S.-based, and most team members hold Federal

and DoD clearances. Updates that impact security vulnerabilities will be monitored and applied on an ongoing basis, while patches, upgrades, and firmware updates will be applied on an annual basis on regularly intervals in coordination with the WVOT. ViON's Managed Services will deliver operations and maintenance services including:

- Operating system security patches
- Operating system upgrades (minor releases only)
- Hardware firmware upgrades and
- Addressing any identified security vulnerabilities

ViON's Managed Services will maintain a similar environment to the WVOT in our Herndon, VA lab. This environment will serve as the initial test system for all updates, changes, and upgrades to validate the process and ensure the updates or changes do not negatively impact the operation of the system. The ViON Managed Services team will then coordinate any updates with WVOT before implementing patches and updates to the solution. Updates will be performed remotely, when/if permitted by WVOT protocols, and onsite, for updates that require physical presence or to comply with State security requirements.

**Included as part of ViON's Managed Services are:**

1. 24x7x365 Monitor and Event Management to include the following for the solution hardware:
  - System Health Check
  - System Utilization
  - Monitoring of the Platform Hardware utilizing OEM alerting capabilities including OEM escalation and resolution notification
  - Major Alerts and Warnings
  - OEM Escalation
2. Maintain Annual Patching and Updating for:
  - Operating System Patching (CentOS)
  - Operating System Hot Fixes (CentOS)
  - Nexus Operating System Patching
  - Firmware Upgrades on Servers and Network gear
3. Annual Reporting to include:
  - Overall device health status and patch level analysis report
4. As part of this Managed Service, ViON will:
  - Validate manufacturer patches and firmware for release and implementation prior to placing into customer production systems
  - Conduct Annual Health Check for each device
  - Provide Annual Patch Management

- Provide Annual Health Status Report
  - Coordinate all Hardware break fix with OEM
  - Account Manager to review Health Check Reports, Support Cases, and overall satisfaction analysis
5. Scope Boundaries:
- All services will be provided remotely
  - This service will be limited to Operating System/Application Patching and Hot fixes for the servers and Nexus Operating System patching for the Switches
  - These Support and Managed Services do not include System/OS Administration or Application Administration
  - These services do not include major OS updates or version upgrades. Should the Customer want to implement these, ViON can provide a price under the cover of a separate Statement of Work
  - All patches will be reviewed and applied Annually
  - ViON will provide break/fix monitoring services of all Platform Hardware and replacement coordination
  - ViON will provide application monitoring services followed by customer notification per ViON Event Response Matrix
  - Professional Services: These services are outside of the scope of this Managed Services engagement. A separate Statement of Work with a detailed scope of services along with pricing will be required for all Professional Services outside the scope of Managed Services. Professional Services are typically project-based and not included in a managed offering

### **Hiring/Retention Strategies**

**Candidate Screening and Hiring Process.** ViON will use a four-phase approach to screening candidates for work on the WVOT contract. The four phases are as follows:

**Phase I: Resume Review.** In conjunction with the ViON PMO's staffing resource, applicants for employment are identified. Then our Program Account Manager will thoroughly compare the candidate's résumé to the labor category to which they are proposed. Inquiries may be initiated to gather more information regarding the applicant's technical qualifications in relation a specific project. Each applicant will be evaluated on a point basis, from 1-10 (1 indicating not qualified, and 10 indicating highly qualified). All applicants who score between 7 and 10 will be contacted for an interview.

**Phase II: Interview.** Applicants identified as technically qualified in Phase I will be contacted by our HR Director to schedule an interview. When the applicant arrives for the interview, they are asked to complete our employment application. The HR Director reviews the employment application for completeness and conducts the initial employment interview. The Program Account Manager may conduct their interview at that time or wait to examine the results of the HR Director's interview. It is during this phase that personal security checks are discussed if



required for employment. The applicant is also advised that any drug use during the last five years may disqualify them from employment. Follow-on interviews may be required to further evaluate technical skills and personal demeanor, to assure the "fit" between the applicant, the company, and the client. The interviewer will thoroughly document the interview. (Any other interviewers will also be required to document their interviews with the candidate, as well.) Finally, applicants who meet the technical and professional requirements for the position will have their résumé made available for client review.

**Phase III: Background Security Forms Completion/Review.** Applicants who successfully reach Phase III are in the final phase of processing, during which background security forms must be completed. At that point, the candidate is reminded that they must be able to pass any required background security investigation to be employed in the intended position. They will be directed to respond to all the questions to the best of their ability. Any questions requiring clarification because "yes" was entered must be provided in detail. Once all security forms are completed, they will be forwarded to ViON's Security Officer for processing.

**Phase IV: Offer Letter/Start Date.** Once the security forms are completed and provided the client will allow the candidate to work on the contract in a provisional status, the candidate is given an Offer Letter, identifying his/her title, start date, salary, benefits, and any other terms of employment. The candidate is required to sign and return the offer letter, signifying acceptance of the offer, the agreed-upon start date, and ViON's stated terms of employment.

## **TRAINING**

ViON thoroughly understands that contract performance is dependent on the quality of the staff working on the contract, and that employees must maintain an awareness and proficiency in technological advances in information technology.

ViON considers training of staff an essential and normal part of day-to-day business practices. Consequently, we encourage all employees to further develop their professional skills through continual training and refresher courses. ViON has established policies and procedures for employees who wish to take job-related classes or attend educational seminars, and strongly encourage members of the contract team to take advantage of this educational assistance. Specifically, ViON provides employees with reimbursement of 100% of tuition, registration, and required fees paid directly to an accredited institution for educational expenses.

## **RETENTION**

ViON has developed a comprehensive program to promote the benefits of a long-term employer/employee relationship. This relationship enables us to maintain required staffing levels, and is supported by several distinct components, which include:

**Competitive Salaries.** We provide our employees direct compensation commensurate with their demonstrated skills, experience, and seniority. ViON maintains its active awareness of current marketplace compensation levels through published, empirical, and other informal means.

**Excellent Working Environment.** ViON engages professionals who have demonstrated proficiency and self-sufficiency. We nurture those attributes in a corporate environment that is relatively unstructured and devoid of undue policy and restrictions. All staff are treated with professional respect, have immediate, informal access to every company official and other

employees, and are encouraged to act on their own initiative for the common good of the company.

**Comprehensive Benefits.** ViON provides a highly competitive benefits package that recognizes the diverse needs and goals of its employees. The project includes health care, dental care, life insurance, long-term disability, and a retirement package. Additional benefits are available through vacation and sick leave, paid holidays, direct deposit, and employee discount projects. ViON's benefit package is continually reviewed, and improvements are made whenever possible.

- **Career Development Projects.** Assisting employees attain career goals is an essential element of ViON's corporate culture, contributing to increased morale, and employee retention.
- **Management Training:** ViON managers are supported and provided training to ensure that employees will be assisted appropriately with career goals
- **Promotions from Within:** When positions become available, existing employees who meet position qualifications are considered before external candidates. To ensure customer satisfaction, however, the best overall (internal or external) candidate is always selected
- **Tuition Reimbursement:** Employees are encouraged to participate in continuing education and training projects. Tuition reimbursement is available for all employees who are interested in pursuing additional education or training
- **Training Projects:** ViON employees are given the opportunity to participate in additional training, both formal and on-the-job, in technical and managerial areas that contribute to improved work-related performance. ViON also supports technical refreshment training for its on-site staff to achieve specific skills required to satisfy customer upgrades or enhancements
- **Performance Evaluations and Career Counseling:** Each ViON employee receives a performance evaluation, at least annually. The review process focuses on activities they may undertake to obtain their career goals. Information and on-going communications about work performance and development needs continue throughout the review cycle. In addition, through an open-door HR policy, employees are encouraged to discuss their career goals at any time
- **Employee Relation Projects:** For all members of ViON's management team, employee relations, and communications within our organization are a vital aspect of the company. ViON believes that "internal communications are the key to the success of our business." To ensure that our employee relations remain in proper focus and that lines of communication are kept open, ViON has developed a host of employee communications alternatives. ViON encourages all employees, at all levels, to take advantage of the many opportunities for communication within ViON. The opportunities include:
  - **ViON Shout Out:** A ViON newsletter about company business and employee activities is published weekly and distributed to all employees. Members of the ViON family are encouraged to participate in newsletter development

- **ViON Beneficial Suggestion Project:** Employees are encouraged to offer constructive suggestions for improvement to operating practices or policies at any time. Implemented suggestions are recognized in the company newsletter and can warrant monetary awards
- **Benefit Briefings and Meetings:** Employees are kept up to date on improvements and changes to ViON's benefits package
- **Employee Activities:** ViON sponsors employee social activities throughout the year to provide an opportunity for employees and their families to meet each other outside the business environment

ViON believes that challenging its employees and rewarding strong performers leads to enhanced performance, and ultimately, to client satisfaction. ViON is committed to rewarding its employees for loyalty and performance, and to nurturing the on-going relationship between the company and its clients. *ViON management will meet with the WVOT contract support staff on a regular basis to ensure that service requirements are being met in timely and orderly fashion, identify staff needs, and respond to these needs to ensure that there is no disruption of services to the WVOT customer.*

In order to ensure that the contract is properly staffed in order to address all tiers and services of the contract, ViON will ensure that its staff has the proper background, education, and experience to enable a successful contract. In addition to hiring, ViON also focuses on training, performance reviews and retention as part of its overall approach to providing successful candidates and ensuring customer satisfaction and contract success. ViON's employees have an outstanding track record of training and advanced trade certification. ViON provides incentives for employees who attain additional certifications and funds other continuing education activities via bonuses and promotions. To support additional training, ViON maintains two 1500sqft raised floor datacenter labs with samples of all advanced products and technologies, and three 500sqft classrooms. This high-tech classroom is available to our staff, partners, and customers on a 7 day a week basis. For each team member on the contract, the Program Manager will develop job descriptions and task assignments and other responsibilities as needed to fulfill the contractual requirements. The Program Manager will review with each team member their assigned work activities at the onset of the project and will communicate all expectations of work to be performed. The Program Manager will meet the Operations Manager (OM) and review each team member's performance on a quarterly basis. The review will consider the accuracy, speed, and effectiveness of each team member's performance. Corrective action if necessary, in terms of specific guidance or in extreme cases, human resources involvement, will follow these reviews. The OM will conduct monthly reviews of individual employees' performance.

4.3.1.7 The State desires an Account Team (including Account Support Representative, Technical Support Representative, Solution Implementation Support Representative, Contract Manager, Billing Support Representative, Security/Compliance Specialist, and Project Manager) for the winning solution and life of the contract. Vendor should describe in detail the responsibilities of key roles and staffs experience in working in these roles.

The list below represents individuals who participate and lead ViON's aaS Programs from an executive level, and who will support the WVOT Account Team.



Executive Team - Name	WVOT Contract Role
Tom Frana	President and CEO
Rob Davies	Executive Vice President, Operations
John Pyne	Vice President, Capacity Services
Carl Fulp	Chief Technology Officer
Ray Kelso	System Engineering Manager
Joe Shoemaker	Customer Services Manager

Figure 22: ViON's Executive Support Team

The table below represents the Account Team that will be dedicated to the State for the life of the contract.

WVOT Program Account Role	Proposed Team Members
Account Support Representative	Bridget Bradshaw
Technical Support Representative	Ray Kelso
Solution Implementation Support Representative	Brian Awig
Contract Manager	Matt Weaver
Billing Support Representative	Matt Weaver
Security/Compliance Specialist	Alan Yarusevich
Project Manager	Pat Mooney

Figure 23: ViON's Account Team for West Virginia

**Account Support Representative – Bridget Bradshaw:** The role of the Account Support Representative is to be the main point of contact for the WVOT during the term of the contract. The Account Support Representative responsibilities will include (but are not limited to) aiding in the sales cycle for all transactions on this contract, providing professional after-sales support, remaining in regular contact with WVOT to understand and meet their needs, and resolving issues to WVOT's satisfaction. Bridget Bradshaw has 17 years of sales and customer service-related experience. She was also the Account Support Rep for WVOT's IDPA Emergency Procurement and the implementation, training, and residency that followed over the past year. She is familiar with WVOT policies and has maintained a professional and respected rapport with the WVOT staff.

**Technical Support Representative – Ray Kelso:** ViON's Technical Support Representative provides a single point of contact for all support service and break fix activities or escalations on WVOT aaS systems components. With over 38 years working in all areas of Support and Services including 13+ years on aaS programs Ray Kelso – ViON Sr. Director of Customer Support and Maintenance will provide the level of experience and communication for WVOT that is based on ViON's long history of customer intimacy model. Ray has been involved at many levels of service, support, and management on customers including DoD, Intel, State Local Gov't, DOJ, DOC, DOE, as well as numerous commercial accounts. With a background including hardware break fix, network WAN/LAN implementation and troubleshooting, storage performance and replication tuning, Unix/Solaris scripting, etc. his broad knowledge of all components of computing allow for quick understanding of customer environments. As the TSR for WVOT, Ray will work with his organization and OEM partners to monitor WVOT support services for successful practices to maintain customer satisfaction. TSR will also monitor WVOT activities and emerging trends to proactively address any concerns or actions before they create

negative impacts to WVOT environments or end user perceptions. ViON practices around support are to own the issue until resolved. In cases where the issue does not appear to be caused by the ViON provided solution Ray will stay engaged until the issue is resolved or the customer disengages ViON.

**Solution Implementation Support Representative – Brian Awig:** ViON's Solution Implementation Support Representative, Brian Awig, will be the main point of contact for WVOT regarding the implementation of the proposed technical hardware and software. Brian will oversee the development of configurations that support WVOT business processes, the execution of the delivery and implementation plan, and oversee the testing and troubleshooting of the final system set-ups. Additionally, Brian will coordinate training and end-user support during and after the implementation process. Brian has over 13 years of experience leading large scale technical teams encompassing IT infrastructure, IT support services, Help Desk, Data Centers, Networks, Telecommunications, E-mail, and Information Security. He has proven experience in consolidations of operations to improve efficiencies and raise the level of customer service across the IT organization.

**Contract Manager & Billing Support Representative – Matt Weaver:** ViON's Contract Manager & Billing Support Representative will be the interface to WVOT for all programmatic and billing related matters. His responsibilities include (but are not limited to) development, delivery and maintenance of all required contract documentation and deliverables, contract fund status reporting, and monthly billing. Matt will work with ViON's Project Manager in overseeing the technical delivery of services to WVOT. Matthew Weaver is a PMP certified professional with over 19 years of software development and engineering experience in support of DOD Intelligence, Surveillance, and Reconnaissance (ISR) systems and Commercial Customers. Experience includes management of large and small scale projects and programs. Areas of focus have included requirements analysis and definition, software design and development, project planning and execution, and testing and deploying of software and hardware systems. He has successfully managed numerous software development and integration projects throughout his career. He is an active member of the Project Management Institute (PMI) in good standing. He holds a Bachelor of Science in Computer Science and an Associates of Science in Engineering Management. He currently manages ViON's Cloud Services Platform (VCSP).

**Project Manager – Patrick Mooney:** PMP, PMI-ACP, ITIL and Trained Facilitator – ViON's Project Manager will coordinate with WVOT Project Manager and all appropriate Team members throughout phase of the project and throughout the life of the contract to make sure the ViON solution is delivered installed and operational in accordance with these solicitation requirements. This coordination will be done in a manner to minimize disruption to the WVOT daily and other routine operational considerations. ViON will try to minimize impact on the WVOT personnel and will strive to cooperate with their needs to the maximum extent possible while delivering this solution for WVOT. Pat Mooney was the ViON Project Manager for the IDPA Emergency Procurement and is familiar with WVOT site and policies. Pat has 30 + years of Project Management and Contract Management, negotiation, and conflict resolution training. Additionally, Pat has solid interpersonal and communications skills, coupled with effective leadership Capabilities.

**Security/Compliance Specialist – Alan Yarusevich:** Manages internal projects and programs ensuring proper adherence to NIST SP 800-53 access controls for delivered systems ensuring cyber-hardened solutions are deployed adhering to compliance mandates in critical environments based on DISA SRG/STIG benchmarks. He works closely with IT staff and ViON professional services to ensure delivery of solutions are conducive to NIST SP 800-37 Risk Management Frameworks (RMF) and any defined exceptions are fully documented for the customer's security office. If the state provided specific deliverable compliance guidelines, Alan ensures compliance is achieved for final deployed solutions. If POA&Ms are required, he works with professional services to identify, document, implement the appropriate milestones for continuous monitoring and any operational exceptions to meet mission guidelines. Alan has 20+ years of operational, secured federal agency systems security with CISSP in process.

**4.3.2 Mandatory Qualification/Experience Requirements -** The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

ViON will meet and/or exceed the WVOT mandatory qualification/experience requirements as defined in this solicitation. ViON understands the compliance parameters and implications associated with the failure to comply with the WVOT defined parameters. Our plans to meet these requirements are further described in the following sections.

**4.3.2.1 Vendor must have provided on-premise infrastructure hardware and/or services within an organization of similar size and complexity or larger.**

ViON describes in the table below our capabilities and experience in providing on-premise infrastructure hardware and/or services within similar size and complexity or larger. Comprehensively, ViON's on-going,aaS contract ceiling awards total over \$900,000,000.00



Customer (Contract number)	Award Date	End Date	Contract Ceiling	Place of Performance	Point of Contact	Locations Supported
Virginia National Guard  Contract# UVA1242906	2/1/2019	1/31/2019	\$1,105,110.00	Blackstone, VA Staunton, VA	Michael Moran 434-298-6148	1
Blue Cross and Blue Shield of North Carolina  Contract# SC-0001189 and SC- 001596	4/1/2018	6/30/2020	\$3,072,692.47	Durham, NC	Peter Bojovic 919-765-3956	1
Virtustream  Contract# 7100121195 & 7100121194	6/1/2018	3/31/2020	\$134,600.00	Las Vegas, NV and Sterling, VA	Mike Evans 916-425-3947	2
USPTO  Contract# DOC44PAPT1409026	12/1/2016	11/30/2021	\$165,790,191.00	Alexandria, VA and Boyers, PA	Ian Neil 571-222-5075	2 CONUS
NAVWAR  Contract# N00039-17-D-0003	3/9/2017	3/8/2024	\$49,990,000.00	Charleston SC, Millington TN, San Diego CA, Indianapolis IN, Kansas City KS, New Orleans LA	David Edwards 543-284-3156	12 data centers CONUS
State of NC – DEQ	5/1/2019	4/30/2024	\$296,514.00	Raleigh, NC	Susan Penman 919-707-8929	1





Customer (Contract number)	Award Date	End Date	Contract Ceiling	Place of Performance	Point of Contact	Locations Supported
Contract # 204X						
State of NC – DIT  Contract# 204X	6/1/2018	5/31/2023	\$2,580,858.00	Raleigh, NC	Keith Aiken 919-754-6357	1
FSU -NWRDC  Contract# ITN 5835-A	1/3/2018	1/2/2022	\$4,250,000.00	Tallahassee, FL and Atlanta, GA	Geoff Burda 850-645-3559	2
US Senate – Archive  Contract# 2017-C-027	9/13/2017	12/31/2022	\$428,064.00	Trenton, NJ, Manassas, VA and Washington, DC	Richard Garrison 202-228- 8938	3
Customs and Border Patrol – HCI  Contract# 101225	9/29/2017	9/28/2020	\$608,668.40	Clarksville, VA	Michael McPetridge 703-921- 7058	1
DISA - Public Cloud  Contract# ECPO3257	9/28/2017	9/28/2020	\$1,341,897.89	FT Mead, MD	Betty Burris 618-229-9291	1
Army Altess  Contract# 1077570	9/27/2017	9/28/2022	\$750,691.52	Radford, VA	Andy Hendrickson 540-731- 3487	1



Customer (Contract number)	Award Date	End Date	Contract Ceiling	Place of Performance	Point of Contact	Locations Supported
GDIT  Contract# PUR32691	7/31/2018	7/31/2023	\$324,089.00	Towson, MD and Carlstadt, NJ	Alfonso Washington alfonso.washington@gdit.com	2
US Senate - Virtual Infrastructure  Contract# 2018-C066	11/1/2018	10/31/2023	\$2,411,670.74	Trenton, NJ, Manassas, VA and Washington, DC	Richard Garrison 202-228- 8938	3
DISA -SPARC  Contract# HC108419D0001	2/5/2019	1/31/2029	\$329,586,627.00	St. Louis, MO, San Antonio, TX, Oklahoma City, OK, Hill AFB, UT, Montgomery, AL, Columbus, OH, FT. Meade, MD, Mechanicsburg, PA	Mikell Spencer 405-855-8487	18 data centers globally
DISA-AIX III  Contract# HC102818D0044	4/13/2018	9/30/2028	\$170,898,036.00	San Antonio, TX, and Oklahoma City, OK	Mikell Spencer 405-855-3487	2 CONUS
Telephonica  Contract# 4791112273	1/1/2019	11/30/2024	\$1,727,595.00	Brazil and Miami, FL	Omar Jose Fajardo Aicarelli 786-845-2872	2
Telephonica  Contract#	8/1/2019	9/30/2023	\$191,434.50	Brazil	Omar Jose Fajardo Aicarelli 786-845-2872	1





Customer (Contract number)	Award Date	End Date	Contract Ceiling	Place of Performance	Point of Contact	Locations Supported
4791123079 Telephonica Contract# 4791123231	9/1/2019	10/31/2023	\$161,998.00	Miami, FL	Omar Jose Fajardo Aicarelli 786-845-2872	1
Telephonica Contract# 4791119951	1/1/2020	1/31/2021	\$184,677.72	Miami, FL	Omar Jose Fajardo Aicarelli 786-845-2872	1
Telephonica Contract# 4791127310	1/1/2020	1/31/2021	\$141,754.75	Miami, FL	Omar Jose Fajardo Aicarelli 786-845-2872	1
Telephonica Contract# 4791120648	5/15/2019	2/14/2024	\$230,915.55	Brazil	Omar Jose Fajardo Aicarelli 786-845-2872	1
NIH Contract# GS-35F-0739M	2/15/2019	2/15/2023	\$18,000,000.00	Bethesda, MD and Sterling, VA	Jon Burlebach 310-496-7372	2
DOJ JMD Contract# aaS Agreement / Number Not Applicable	10/1/2019	9/30/2024	\$24,000,000	Pocatello, ID, Sterling, VA and Clarksburg, VA	James Power 202-307=6805	3 CONUS
Library of Congress Contract#	9/9/2019	12/8/2024	\$1,687,891.00	Manassas, VA and Wise, VA	Deborah Carr 202-707-3453	2



Customer (Contract number)	Award Date	End Date	Contract Ceiling	Place of Performance	Point of Contact	Locations Supported
LCCIO19L0127						
U.S. Geological Survey	1/1/2020	1/12/2024	\$100,000,000.00	Denver, CO and Rolla, MO	Kevin Wood 573-3083584	2
Contract# 140G0220D0002						

Figure 24: ViON's Past Performance Experience Summary

4.3.2.2 Vendor must provide at least two (2) on-premise infrastructure hardware and/or service contract summaries for in-progress or completed contracts within the past five (5) years that are similar in size and scope to this solicitation.

ViON provides our contract summaries below for relative in-progress/completed contracts within the past five (5) years that are similar in size and scope to this opportunity.

Please also see relevant experience as answered in Sections 4.3.1.1, 4.3.1.2, 4.3.1.3, 4.3.2.5, and 4.3.2.1.

**REFERENCE 1(Noted also section 4.3.1.5 above):**

**Program Title:** DISA Advanced Interactive Executive (AIX) III

**Contracting Agency or Customer:** Defense Information Systems Agency

**Period of Performance:** Five (5) Year Base (10/12/12 through 10/12/17), with three (3) 1-year Options to October 12<sup>th</sup>, 2020

**Contract Ceiling:** \$170,898,036.00

**Point of Contact:** Program Manager, Justin Stubblefield; **Telephone:** (405) 739-3736

**SCOPE:** ViON performs provisioning IBM AIX Processor Capacity as a Service. ViON's Capacity Service offering at DISA includes acquisition, delivery, configuration, installation, maintenance, and de-installation of a wide array of IBM's advanced Power Systems hardware, software, and infrastructure components.

Using ViON's Capacity Call Order process, ViON has processed Call Orders for increases and decreases in the following classes of Processor Services: Mid-Tier Processor Services; Enterprise-Tier Processor Services; Enterprise Hardware Management Consoles; high-performance I/O interfaces, Power HA Software, Professional Services, as well as advanced technical support, documentation and performance analysis.

ViON won DISA's competitively awarded Capacity Services System P Contract in 2018, a recompet we were awarded as an extension to our work on AIX I & II. With a contract ceiling of \$170million, the work ViON performs for DISA is provisioning AIX Processor Capacity as a Service (CaaS). Using ViON's Capacity Call Order process, ViON has processes Call Orders for increases and decreases in the following classes of Processor Services: ViON pioneered many significant aspects necessary for successful implementation of capacity-based acquisition of IT services. Some of these innovations include call order processing, the "RFU" process for Acceptance, and monthly invoicing of capacity-based orders.

ViON gained experience and developed skills over the course of this contract while deploying 30 IBM AIX Power servers; redundant management infrastructures, special purpose clustering and High Availability software. These systems were installed and maintained in two different DISA Datacenters (San Antonio, Texas, and Oklahoma City, Oklahoma). ViON also provides the engineering and knowledge transfer expertise DISA uses to build and support enterprise AIX processing capabilities. When requested, ViON has frequently provided DISA with on-site Systems Administration support. ViON regularly attends DISA contract reviews and technical meetings in Denver, Ogden, Oklahoma City and San Antonio. ViON has hosted DISA periodic reviews from our location in Herndon, Virginia - meetings attended by both DISA and Mission Partner executives.

ViON has effectively analyzed and met DISA requirements for more than nine (9) years under the previous and current AIX contracts by working diligently to gain an in-depth understanding of technologies, management practices, security constraints and other requirements of DISA's Mission Partners. A robust, cost-effective hardware and software infrastructure has been deployed to facilitate DISA's on-going enterprise wide data center and IT service consolidation efforts.

## **REFERENCE 2:**

**Program Title:** Enterprise Storage Services I (ESS)

**Contracting Agency or Customer:** Defense Information Systems Agency (DISA)

**Period of Performance:** Five (5) Year Base (02/08/08 through 02/07/13), with three (3) 1-Year Options + 1-year Extension to August 7th, 2017

**Final Contract Cost:** \$444,716,636

**Point of Contact:** Program Manager, Ryan Ashley; **Telephone:** (303) 224-1785

### **Scope:**

ViON won DISA's competitively awarded ESS Contract in 2008 and continued work for 2 years after the originally solicited period of performance on extensions of contract through 2016. The work ViON performed for DISA was provisioning Storage Capacity as a Service. Using ViON's Capacity Call Order process, ViON processed 3,075 Call Orders for increases and decreases in the following classes of Storage Services:

Enterprise Storage Services (Hitachi & EMC)	Enterprise Storage Resource Management (Symantec)
Mid-Tier Storage (Hitachi & EMC)	Data Replication (EMC Recover Point)
Network Attached Storage (NetApp)	Local Area Networking (LAN) Switches (Cisco)
SAN (Storage Area Network) & SAN extension devices (Brocade)	Backup and Archive Software (Commvault)
Departmental Tape (STK/SUN/Oracle)	Data Domain appliances (EMC Data Domain)
Mid-tier Tape (STK/SUN/Oracle)	Mainframe channel gateways for Data Domain (Luminex)
Enterprise Tape (STK/SUN/Oracle)	Content Addressable Storage (EMC)

**Figure 25: ViON's Storage Support Services on ESS**

ViON pioneered capacity-based call order processing, the "RFU" process for Government Acceptance, and monthly billing/invoicing of capacity call orders. ViON gained vast experience and developed great skill over the course of this contract while deploying 60+ PB's of storage; 13,000 SAN Ports; 44 Tape Libraries with thousands of tape cartridges; and 4+ PB of Backup software and 3+ PB of Archive software at 28 locations worldwide.

ViON had well-established processes for all key contract elements: ordering, CM, installation, operations and maintenance, and quality assurance. ViON's comprehensive PMO utilizes a unique model achieving maximum flexibility for capacity changes (increases and decreases)



providing the lowest cost and fees in support of DISA. ViON developed a unique web-based Call Order processing system which remains a standard, known as the VCSP. The VCSP will be tailored for WVOT to create a defined work-flow process for WVOT's call orders. ViON's PMO demonstrates our capability to provide large-scale program management and to successfully execute on custom-tailored solutions for customers' specific needs.

Specifically, as it relates to cost-savings, ViON facilitated major performance improvements during the effort by replacing SATA drives with higher-performance SAS drives, and then later replacing the 2-TB SAS drives with 900-GB drives—all at no additional cost to DISA. Over the contract life, *ViON provided over 20 major technology upgrades and more than ten (10) voluntary price reductions to ensure DISA's performance objectives remained satisfied.* ViON deployed virtualization capabilities across the entire DISA Enterprise, facilitating growth by reducing DISA's technology footprint and maximizing savings on power, cooling, floor space, and network connectivity costs.

Furthermore, ViON efficiently scaled the allocation and use of storage in grand-scale database applications, including the world's largest compilation of military health records. Full accountability is maintained by ViON through detailed tracking and reporting that covers every transaction. ViON's straightforward, all-inclusive, firm-fixed-price services allowed DISA to control cost with predictability for planning and budgeting throughout the life of the contract.

ViON provided DISA with a backup and replication solution for all mission critical workloads. For example, ViON provided DISA with Commvault software and assisted with its implementation to allow DISA to backup and restore the world's largest (at the time) email system. In addition, ViON also provided and implemented Hitachi Universal Replication to support the multiple petabytes of data being replicated to and from various DECCs in support of disaster recovery and data backup.

*In addition, ViON continuously analyzed system management information to provide proactive engineering and advisory services that maintained peak performance across all storage platforms.* ViON used a suite of OEM provided tools including Hitachi's Tuning Manager Analytics and Solar Winds Network Management in order to provide DISA with detailed metrics on read/write throughput, response times, and latency, switch port errors and pending I/O. ViON maintained peak subsystem performance which allowed DISA to achieve, and in most cases exceed the required ESS performance SLAs. ViON effectively analyzed and satisfied DISA requirements for almost 9 years under the ESS contract by working diligently to gain an in-depth understanding of enterprise technologies, management practices, security constraints and enhancement requirements.

As with our other federal and state contracts, ViON has consistently delivered complete solutions on ESSI utilizing different technologies. We are confident that our past work with DISA demonstrates our ability to meet WVOT's currently stated requirements, particularly in the IaaS field which we specialize in performing. As such, we believe that this contract has wide applicability to Data Center 2.0 solicitation as it relates to on-premise infrastructure hardware and services experience.

### **REFERENCE 3:**

**Program Title:** IaaS for National Geospatial Technical Operations Center (NGTOC)

**Contracting Agency or Customer:** United States Geological Survey (USGS), NGTOC

**Period of Performance:** 10/1/2017 – 1/31/2024

**Contract Ceiling:** \$4,000,000.00

**Point of Contact:** Shared Services Manager, Kevin Wood **Telephone:** (573) 308 3584

**Scope:**

In October 2017, ViON was awarded a limited-scope IaaS contract with the USGS NGTOC for Dell servers. As evidenced through the power of our offering and commitment to NGTOC as its “trusted advisor”, the program has grown exponentially, delivering an expansive catalog of infrastructure comprised of Dell, NetApp, Cisco, and Pure Storage across USGS NGTOC sites in Rolla, MO, and Denver, CO. ViON worked hand-in-hand with NGTOC to collect and analyze requirement – vetting multiple solutions from dozens of vendors, and delivering compute, network, storage, software, and service options that met the needs of mission-critical workloads. Our partnership with NGTOC resulted in substantial growth to its production capabilities, allowing the agency to survey 110K more miles than the previous year, meeting, and exceeding stretch goals for 2018.

For 2019—despite appropriations challenges that halted operations for over a month, the agency met and exceeded their goals once more. During the lapse, ViON leveraged its technical and logistical expertise to make informed decisions that were immediately deployed when NGTOC became fully operational. Our unwavering commitment continued through the year, as we deployed various technologies and expertise that allowed for optimization of these solutions.

**ORAL PRESENTATIONS (RFP 4.4)**

The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, it would be listed in the Schedule of Events (Section 1.3) of this RFP. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below: Materials and Information Requested at Oral Presentation:

If an Oral Presentation option is exercised, ViON acknowledges and accepts the requirements described in section 4.4 Oral Presentations.



**APPENDIX A – IMPLEMENTATION AND TRANSITION PLAN**

## **Government Customer Implementation and Transition Plan**

For more than 38 years, ViON Corporation (ViON) has been designing, providing, installing and operating enterprise Information technology solutions for large and small government and commercial organizations. In this time, we have developed a stellar reputation for doing “the right things” for all of these customers. We represent the highest levels of technological design, manufacturing, installation and support available in the Federal marketplace today. The most robust of these are our “as a Service” offerings. The following is our sample customer Implementation and Transition Plan.

### **C.5.1.1 Subtask 001: Project Implementation and Transition.**

The ViON Implementation and Transition Plan is made up with one “Pre-phase” and four distinct Implementation Phases; Discovery, Reconciliation, Knowledge Transfer, and Design. Each of these phases is described below. Prior to contract award, ViON, will continue pre-operations in support of commencing contract activities. These pre-operations will include ViON PMO meetings to further develop the Project Documents and Deliverables.

#### **a) Discovery, Reconciliation and then, Knowledge Transfer.**

Upon award, we will immediately send our Program and Operation Managers to meet with the key customer leadership team to set an agenda and schedule for the Kick-Off meeting. ViON will begin working on and off-site with customer staff to collect and collate additional specific data about the technology installed in the customer’s current environment. This will include configuration guides, diagrams, and inventory lists for all installed technology. At this time ViON will require access to customer’s complete CMDB and Asset database. We will take an active role in the data gathering and verification of existing documentation using a range of proven tools and processes.

These tools will include, but will not be limited to, industry standard OS performance assessment tools such as “top” “sar”, “iostat”, and PerfMon, as well as vendor provided ECA, EMC Reports and EMC Grab utilities, and E-lab Advisor. For more than ten years, ViON has employed the storage technology utilities and hardware subsystems provided by Virtual Instruments (formerly a division of Finisar) to identify and remediate Fibre Channel performance and availability challenges. We will continue to use these capabilities on behalf of the customer. ViON will use all of these capabilities to determine a system baseline and then fully document the entire environment, including hardware components, software versions, capacity and connectivity. Reports will be coalesced into a comprehensive Uniform Discovery and Reconciliation (UDR) report which will be delivered to the customer within 30 days of Transition start. ViON will meet with the customer to verify the comprehensiveness and accuracy of the report, as well as capacity estimates.

In addition to assessing the project Go-Live implementation, we will work with the customer to design an overall framework for all the data to be transferred to the project architecture over the life of the contract. This approach will take into consideration: the age of equipment, current and

projected extended warranty costs, system performance, and calculating real and projected numbers of storage arrays required to meet the customer's workload and performance requirements now and into the future. The intent of this approach will be to achieve the lowest cost of storage, optimum storage utilization, minimum power consumption (power and cooling), and to minimize floor space requirements.

This UDR report will serve as the basic framework of the project Go-Live implementation and the design of the overall approach for all data to be migrated to project. Using the UDR, ViON will perform knowledge transfer, both verbal and in writing, working onsite with the customer staff during the entire Transition-in period.

#### **b) Storage Infrastructure Design.**

In developing its design ViON took into account the Service Class characteristics and customer's technical requirements listed below. ViON's design for the project storage infrastructure provides a tiered storage environment for block storage that is physically partitioned into multiple distinct storage classes based on performance and availability. Additionally, ViON's design calls for a separate NAS system for file storage and other storage infrastructure components for switching, replication, file splitting, monitoring, and management. The technical performance specifications providing the four key metrics specified by the customer for block storage are provided below in Figure 5 – "Service Class Specifications." Changes or additions to these classes will be made upon request by the customer. ViON's solution for file storage using a NAS appliance cannot be measured in the same manner as block storage, so the performance metrics are likely to be different for this element of the project architecture. Each storage class will be available to each data center, based on the technical requirements of each. ViON's solution is designed to allow quick and flexible growth accommodation in each class.

Service Class Specification	Service Class: Platinum	Service Class: Gold	Service Class: Silver	Service Class: Bronze/Archive
Unplanned downtime per year	None	None	None	None
IOPS	Up to 45,000	Up to 30,000	Up to 20,000	Up to 10,000
Response time (ms)	< 5 ms	5-8 ms	9-12 ms	13-30 ms
Throughput	Up to 2.5GBps	Up to 1GBps	Up to 600MBps	Up to 600MBps

**Figure 1: ViON's Flexible Solution by Class**

It is ViON's understanding that the performance portion of the SLAs, specifically the IOPS measurement, is defined as an aggregate of the overall performance of the VMAX storage system for a specific class of service. It is ViON's contention that IOPS measurements have the potential to vary significantly based upon attributes outside of the control and boundary of the project environment, such as workload from the servers, type of random/sequential attributes of application requirements, and how and where measurements are taken. While the Virtual Instruments system can measure performance on a single fiber channel port going into the front end of the storage system, IOPS measured upon a single port will not be reflective of the overall aggregate performance of the systems for a required performance level for a class of service to meet an SLA. ViON would like to work with the customer to determine the best means of

measuring this performance metric to ensure increased operational support to the customer applications while providing an obtainable outcome to meet SLAs. The IOPS measurements must be a combined calculation over the total front-end ports, servers, and the aggregate of the total drives in the system for a class of service.

The following diagram is a high-level architecture of the ViON solution for the project at the three customer data centers.

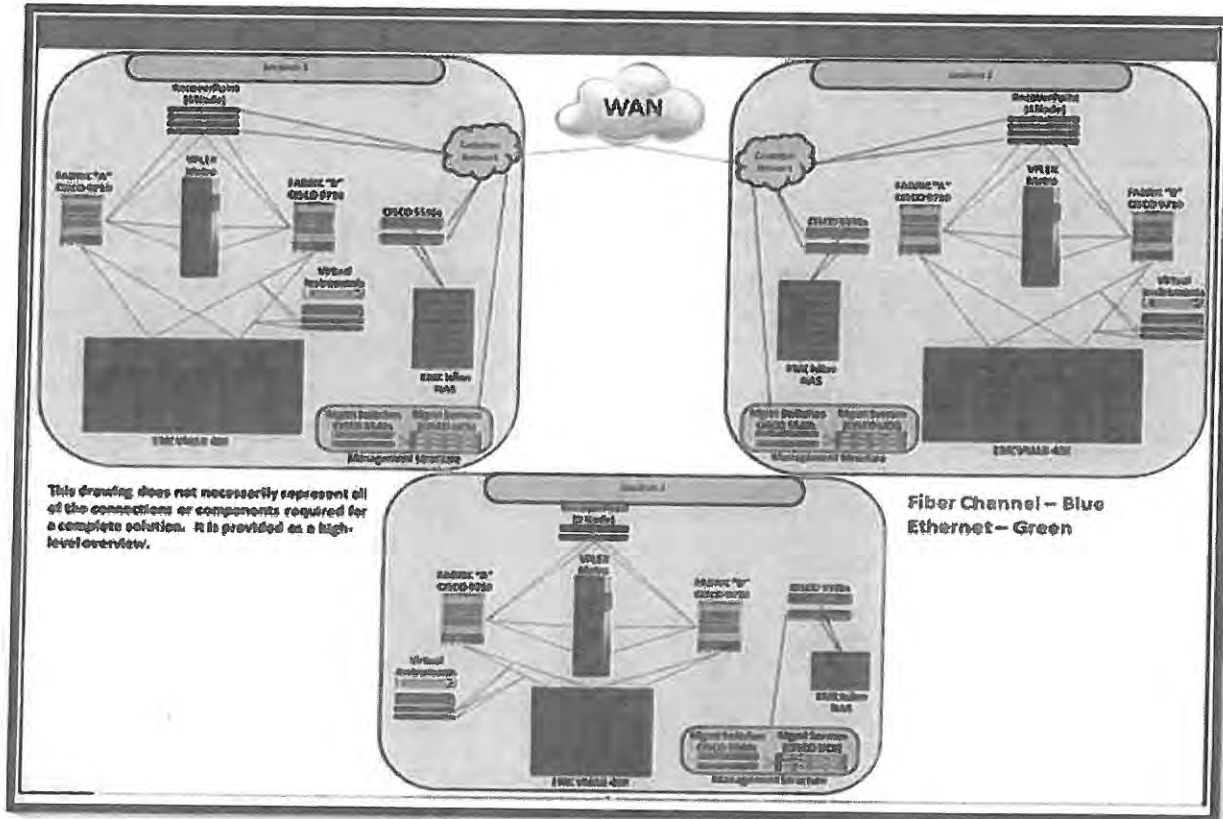


Figure 2: Go Live Architecture

### c) Technical Infrastructure Design

1. In developing its proposed solution, the ViON Team took into account the identified Service Class characteristics and the customer's technical requirements listed below. The specific device specifications and configuration requirements of the infrastructure are compatible with the customer's environment, and consistently meet the customer's SLAs.
2. ViON will provide an initial storage infrastructure (e.g., at Go-Live) that includes a minimum Provisioned Usable Capacity by Service Class for block storage as well as usable provisioned storage for NAS. Provisioned Usable Capacity for the project Implementation (in Terabytes) is shown on the following page.

Service Class	Production	Location 1	Lab
Platinum	0	0	0
Gold	40	40	40
Silver	520	520	230



Service Class	Production	Location 1	Lab
Bronze	0	0	0
NAS	250	250	125
<b>Total</b>	<b>810</b>	<b>810</b>	<b>405</b>

Figure 3: Service Class Infrastructure

- ViON will provide fibre channel SAN switches and IVRs between the project fabric and the existing customer SAN fabric in all three environments. ViON will also provide Ethernet network switches to support NAS storage requirements and management infrastructure, with connections made to the customer network LAN switches.
- ViON's storage infrastructure design supports the following phased suggested application data migration approach:

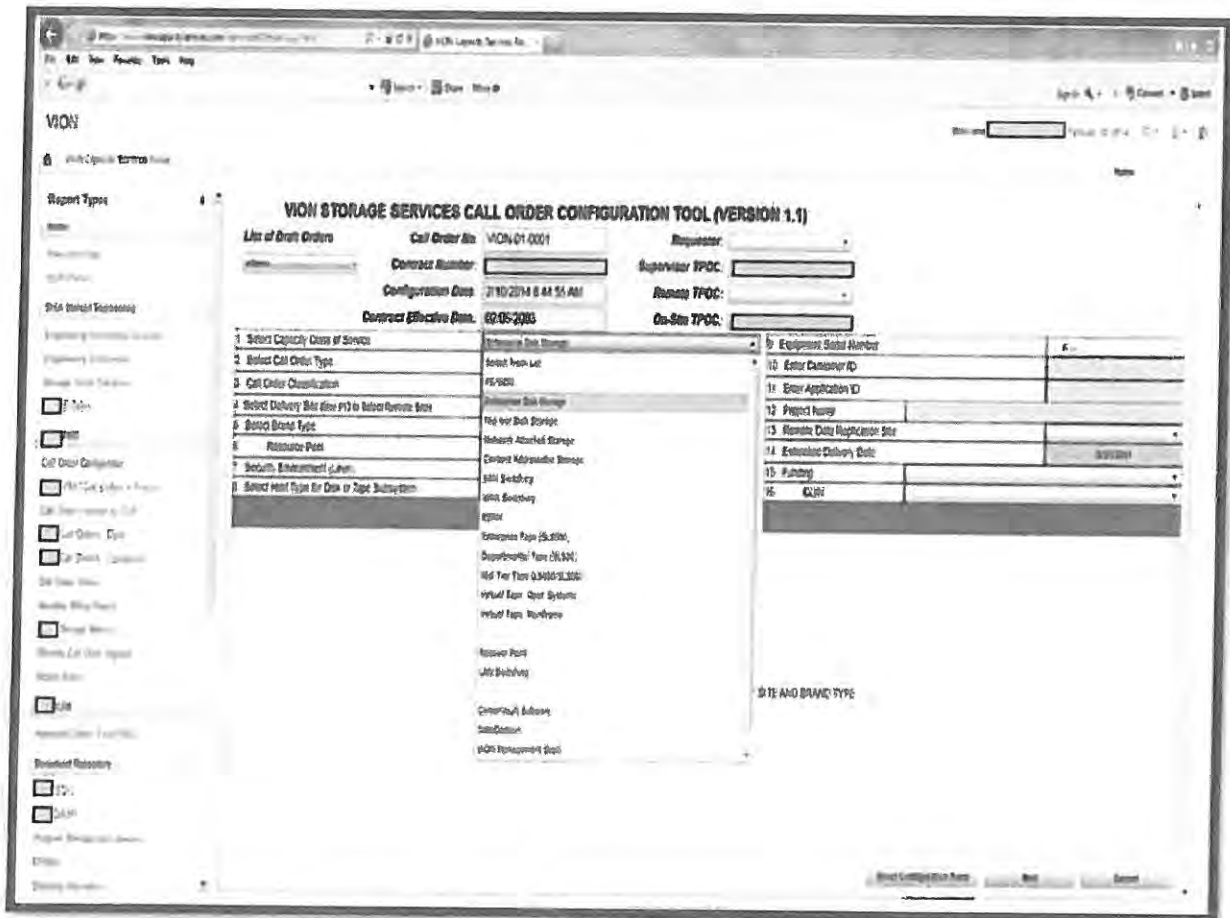
**Phase I:** All attributes and requirements of the application stack to be migrated are identified, scoped and agreement from customer staff is secured.

**Phase II:** For each application server being migrated, application *data* will be migrated from the customer infrastructure to the planned project infrastructure by connecting the customer existing SAN fabric to ViON's project SAN fabric and replicating data using OEM utilities.

**Phase III:** Once the target data has been migrated to the new infrastructure and successfully verified, host bus adapters (HBAs) connected to the customer's edge switches will be disconnected and migrated to the ViON Team's switches/SAN fabric. Upon successful verification, ViON will be responsible for the server's SAN connectivity, from end-to-end up to the HBA in the customer servers. The ViON Team will employ its proven migration methodology to ensure that each of the migrations causes minimal to no impact on customer applications.

**Interphase:** ViON's Portal provisioning system allows our customers to secure the use of just the amount of storage that they require, when they need it, and for only as long as they need it. Such storage is provided on a daily basis. In this way the customer maintains extremely granular control of their exact IT needs. ViON utilizes our Call Order Portal, which will be customized to meet customer needs, to initiate transactions.

By selecting capacity from our portal (see screen shot below) in this manner a draft order for capacity is designed, validated, distributed for approval, authorized, and then converted to a formal order, with no paperwork required. The status of the Call Order can be verified at any time. Capacity provided for service can even be reduced should mission activities change in the course of time. Such reductions will take place within days of the receipt of a request, as long as the storage is no longer attached to, and accessible to a server. In order to maintain data under the strict SLAs associated with the customer's requirements, ViON will not deactivate any LUNs that are in any form of use.



**ViON STORAGE SERVICES CALL ORDER CONFIGURATION TOOL (VERSION 1.1)**

Contract Number:  Configuration Date: 2/10/2014 8:44:55 AM Contract Effective Date: 02-05-2015

Requester:  Supervisor TPOC:  Running TPOC:  On-Site TPOC:

**1. Select Capacity Class of Service**

**2. Select Call Order Type**

**3. Call Order Classification**

**4. Select Delivery Method (P3 to Select Revenue Item)**

**5. Select Order Type**

**6. Resource Pool**

**7. Select Storage Type for Data or Tape Subsystem**

**8. Equipment Serial Number**

**9. Enter Customer ID**

**10. Enter Application ID**

**11. Project Name**

**12. Remote Data Replication Site**

**13. Extended Delivery Date**

**14. Funding**

**15. CDR**

**16. TE AND BAWC TYPE**

**17. Select Configuration Name**

**18. Save**

**19. Cancel**

Figure 4: Capacity Services Provisioning

Using ViON's Capacity Services provisioning capability, in combination with our migration, replication and support services will result in dramatically reduced time-to-implement for the PTO's data needs, while in all probability reducing unnecessary expenditures for IT capacity in advance if, or after actual needs.

ViON will utilize its Data Migration Methodology to non-disruptively migrate the customer's data to the new project storage environment while maintaining the integrity of the storage systems and data replication. Our highly trained and experienced application migration experts' partner with the customer's staff to ensure timely and low risk data migrations of the customer's data environments.

We will assign an ITIL trained, certified, Project Manager who works with customer staff members to define the project steps, assign the correct resources, set convenient migration dates, manage the data migration, update the Configuration Management Database (CMDB), and finally test and verify that the data migration was completed successfully. Throughout each migration, the Project Manager communicates the progress of the project reports and addresses any issues or problems that occur. Formal project status reports will be provided on a weekly basis.

Our Proven Data Migration Methodology is defined in three phases; these are Discovery, Planning and Migration:



Figure 5: Data Migration Methodology

**Discovery:** In the Discovery Phase, ViON uses various discovery tools to automate the process of server, switch and storage data collection and then correlates this information with Best Practices.

These tools have been used at thousands of commercial and Federal data centers over many years and greatly limit the impact on the customer staff and take the human error factor out of the discovery process. The correlation component allows ViON to avoid, or mitigate issues before they occur, minimizing disruption.

**Planning:** In the Planning Phase, ViON develops a customized plan for each individual migration, which, in turn, is rolled up into a Master Data Migration Plan. The individual project plans address all scheduling, risk mitigation and resource issues, and include an Implementation Test and Acceptance Plan.

ViON and the customer will review and approve the proposed plan. During this phase, ViON works with the customer staff to select the least intrusive tools to be used to monitor and perform the specific migrations. ViON has a vast array of tools which address data types and server configurations.

The data migration team will work closely with customer staff and the customer's established Change Management process to schedule all required change activities within the customer's prescheduled maintenance windows.

The candidate selection process for migration packages will consider logical groupings of application servers, array capabilities and details of the replication pairs. In the planning phase ViON provides a cutover schedule for the customer's final approval.



Task Name	Duration	Start	Finish
1 Draft Customer Migration Plan	166 days	Mon 3/3/14	Mon 10/20/14
2 DRAFT Customer Migration Plan	7 days	Mon 3/3/14	Tue 3/11/14
3 Production	5 days	Mon 3/3/14	Fri 3/7/14
4 Discovery Phase	1 day	Mon 3/3/14	Mon 3/3/14
5 Install Discovery Tools	7 days	Mon 3/3/14	Tue 3/11/14
6 Verify Approval from Customer	1 day	Mon 3/3/14	Mon 3/3/14
7 Install Server, Grab, EMC Reports, ECA, etc.	4 days	Mon 3/3/14	Thu 3/6/14
8 Verify/Establish IP and fiber links	2 days	Mon 3/3/14	Tue 3/4/14
9 Execute Discovery	4 days	Mon 3/3/14	Thu 3/6/14
10 Planning Phase	3 days	Mon 3/24/14	Wed 3/26/14
11 Review Data from Discovery	5 days	Tue 3/25/14	Mon 3/31/14
12 Design for storage migration finalized	5 days	Tue 3/25/14	Mon 3/31/14
13 Timeline (based on tenant) for migration	2 days	Tue 3/25/14	Wed 3/26/14
14 Design for storage migration finalized	5 days	Tue 3/25/14	Mon 3/31/14
15 Select Migration tools/methods	6 days	Tue 3/25/14	Tue 4/1/14
16 Create and Finalize Migration Plan w/customer	3 days	Mon 3/24/14	Wed 3/26/14
17 Migration Phase	1 day	Mon 3/3/14	Mon 3/3/14
18 Install Selected Toolset	1 day	Mon 3/3/14	Mon 3/3/14
19 Cutover	1 day	Mon 3/3/14	Mon 3/3/14
20 Validate Server access to data stores	3 days	Wed 3/12/14	Fri 3/14/14
21 Power and Cabling	3 days	Wed 3/12/14	Fri 3/14/14
22 Remove Legacy Array connections	1 day	Wed 3/12/14	Wed 3/12/14
23 Project Closeout	1 day	Wed 3/12/14	Wed 3/12/14
24 Perform Project Quality Review with Customer	1 day	Fri 3/14/14	Fri 3/14/14

Figure 6: Data Migration Screenshot

In order to ensure the successful execution of the various migration projects, ViON will request that project Pre-start Responsibilities listed below be addressed by the customer prior to each migration.

**Data Migration Pre-start Responsibilities** - The following list specifies the customer responsibilities – must be provided prior to the initiation of each data migration to ensure successful execution of the project.

Each Migration project will be preceded by customer project staff giving guidance to ViON regarding the customer's Change, Incident, Problem and Configuration processes associated with subject equipment:

- Provide ViON with reasonable access to the customer's functional, technical, and business staff and systems as necessary for ViON to perform the Migration Services.
- Supply a list of all customer-provided hardware to be used during the migrations to allow ViON to verify the equipment conformity to all applicable compatibility matrices.
- Ensure that all required site preparations have been met for any non- ViON system components. This might include adequate power, cooling, floor space, access, security, etc.

- Make appropriate time available during system maintenance windows for ViON to prepare equipment for migration.
- Identify and maintain all network connectivity, performance, and configuration issues.
- Identify the target server Operating System; patch set level and/or component firmware levels required for this migration.
- Install any recommended patch set(s) prior to migration commencement.
- Ensure and confirm that an adequate backup and restore process exists and is operational.
- Obtain and provide any third-party licenses and maintenance agreements as necessary
- Identify and maintain all network connectivity, performance, and configuration issues.
- Provide any access required to the communications infrastructure or related components.

Note: ViON *cannot* be responsible for delays caused by customer or other conditions not under ViON's control.

**Migration and Test (Transition-In):** The final steps of the Methodology are the actual data migration and test/verification. Our methodology provides end-to-end integration and automation of the migration execution process. ViON's partnership with the customer ensures that 100% of the data has been successfully cutover to the new storage devices.

This guarantee of success derives in no small part from our use of the proven Highly Available technology of EMC2's RecoverPoint, VPLEX Local, Open Replicator and SRDF.

In addition, when necessary host-based migration will be utilized. Should an alternative method for migration be required there are several additional steps taken by ViON to verify completion of the migration and cutover to the new systems. Once the migration has been successfully completed, a post-migration review will be conducted, and processes will be updated as appropriate.

During the actual Migration Phase various tools will be used to perform and monitor the work. These utilities have been used by ViON successfully for many years, and many customers; some of these have been used for decades. These tools include advanced migration capabilities and utilities such as Open Replicator and Open Migrator or other proven migration utilities.

By leveraging these tools, ViON will minimize risk to the customer and minimize application disruptions, preserving host uptime and data availability. These proven technologies feature enhanced auditing functionality as well as post-migration clean-up capabilities.

Discovery Tools	Use Cases	Key Benefits	Considerations
ECA - Environment Collection App	- Enterprise discovery - Direct input to ELAB for remediation recommendations	Automated discovery	- Requires network access to all surveyed servers
EMC Reports	- Open Systems	Hands off data collection	-Difficult to take data off of site depending on classification

Discovery Tools	Use Cases	Key Benefits	Considerations
GRAB	- Open Systems	Hands off data collection	- May be difficult to get installed
Open Replicator	- Heterogeneous storage migrations - Can be used with all customer Open Systems - Supports Thick to Thin migrations	- Allows pre-scripted data migrations - Array level migrations supported - Easy to manage migration data flows	- Disruptive (but only on tool installation and deinstallation) - No mainframe or IBM i support
Host/Application Based Migration Tools	- Ideal for applications with specific logging or processing needs - Niche tools	- Many are non-disruptive - Customized for specific platforms and applications	- Usually limited functionality - Can impact host performance - May require special training
Open Migrator	- Small Windows environments - Unix environments - Device geometry changes	- Host based migrations supported - Very flexible	- Requires host admin to install and run software
Cloud Tiering Appliance	File migration transactions from a NetApp or EMC source to an EMC file server destination such as Isilon, VNX or Celerra	- Significantly reduces the period during which the client cannot write to the source - Supports both offline migrations and online tiering/data mobility	- No offline Linux/Unix migration
Federated Live Migration (FLM)	- Excellent tool for Symmetrix array migrations	Non-disruptive data movement / migration w/downtime flexibility ('unspoofing' later or never) - Thick to Thin migration	- Symmetrix to Symmetrix only - Customer tolerance for 'spoofed' hostnames - Asset retention / reuse /repurposing requires unspoofing - OS Only - Boot Devices not supported

Figure 7: ViON's Discovery Tools

### Migration/Replication Technical Details:

#### Data Migration:



Although a single data migration may have a simple effective solution, the number of potential solution methodologies and the myriad factors influencing the selection of a solution make choosing the best data migration solution very complex. Customer environments are so diverse that migration projects are rarely the same. The process to migrate data is complex because it requires detailed planning, multiple steps, and often many different tools, resources, and approaches. A migration method that works well for one host application within a customer environment may be inapplicable for another host application, even within the same storage array; therefore, larger migrations often include multiple solutions.

Every data migration challenge has alternate solutions, so there is always a choice to be made. In practice, data migration efforts do not exist in a vacuum and there are often additional issues that affect the decision beyond the actual data movement itself. Sometimes these multiple issues align closely, but at other times they compete and the relative importance of one issue over another may strongly bias the selection of the best solution. In selecting the final solution, secondary features sometimes become more central than primary features.

Is it ViON's intention to work with the customer and select the best data migration methodology available to suite the host, storage and application that will impact the environment the least amount and provide the greatest amount of uptime. Below are some of the tools available from EMC to facilitate data migration that ViON will have available for use and as well there are the more traditional host-based copy methods available per the operating system in use.

EMC VPLEX local is a storage network-based federation solution that provides non-disruptive, heterogeneous data movement and volume management functionality. VPLEX is an appliance-based solution that connects to SAN Fibre Channel switches. The VPLEX architecture is designed as a highly available solution and as with all data management products, high availability (HA) is a major component in most deployment strategies.

EMC Open Replicator for Symmetrix enables remote point-in-time copies to be used for data mobility, remote vaulting, and migration between EMC Symmetrix VMAX or DMX and qualified storage arrays with full or incremental copy capabilities. Open Replicator can:

- Pull from source volumes on qualified remote arrays to a Symmetrix VMAX or DMX volume.
- Push any live source Symmetrix VMAX or DMX volume to a target volume on a qualified array with incremental updates.
- Perform online data migrations from qualified storage to Symmetrix VMAX or DMX with minimal disruption to host applications.

PowerPath Migration Enabler (PPME) is a host-based migration product that migrates data between storage systems. PPME takes advantage of PowerPath technology and works in conjunction with another underlying technology, such as Open Replicator, TimeFinder/Clone, or Host Copy to actually migrate the data. PPME provides a host-based solution with virtually no impact to host resources by utilizing array-based or SAN-based replication (except when using Host Copy). PPME benefits data migrations in three significant ways:

- Greatly reduces or eliminates application disruption due to the migration
- Reduces migration risks

- Simplifies migration operations

PowerPath Migration Enabler is independent of PowerPath Multipathing technology and does not require the use of PowerPath for multipathing. SRDF/DM product offering permits operation in SRDF adaptive copy mode only and is designed for data replication or migration between two or more Symmetrix systems. SRDF/DM transfers data from primary volumes to secondary volumes permitting information to be shared, content to be distributed, and access to be local to additional processing environments. Adaptive copy mode enables applications using that volume to avoid propagation delays while data is transferred to the remote site. SRDF/DM supports all Symmetrix systems and all Enginuity levels that support SRDF and can be used for local or remote transfers.

**Replication:**

All production data under ViON's management will be replicated to the site utilizing the EMC VPLEX and RecoverPoint products. For active-to-active configured applications, replication will be managed by the application and be replicated to ViON-provided storage in Boyers.

EMC VPLEX delivers availability and data mobility across sites. VPLEX is a continuous availability and data mobility platform that enables mission-critical applications to remain up and running during a variety of planned and unplanned downtime scenarios.

By allowing painless, non-disruptive data migrations, VPLEX enables technologies like VMware, Oracle Real Application Clusters (RAC), and other clusters that were built assuming a single storage instance to function across synchronous distance. Customers can achieve continuous availability and transparent mobility, both locally and over distance, through VPLEX's simultaneous access to storage systems at geographically separate sites.

Designed for 100 percent continuous operations, VPLEX allows you to:

- Take advantage of advanced data caching and distributed cache coherency that creates a high-availability infrastructure across arrays in a single site or across geographically disperse data centers (dependent on distance and bandwidth availability), with unmatched resiliency and active-active data access, eliminating planned and unplanned downtime for application data.
- Gain dynamic data mobility, the ability to move applications.
- Meet strict SLAs.
- Use EMC RecoverPoint with native-splitter technology for VPLEX, combining the benefits of high availability and disaster recovery in the same deployment.

**VPLEX key use cases:**

- Continuous operations – Enables multi-site data replication with VPLEX Geo.
- Migration/tech refresh – Gain accelerated and nondisruptive migrations and technology refresh with VPLEX Local

EMC RecoverPoint provides continuous data protection for storage arrays running on a dedicated appliance (RPA) allowing for the protection of data at both local and remote levels. RecoverPoint provides bi-directional replication enabling the recovery of data to any point in

time while replicating data over any distance; within the same site (CDP), to another distant site (CRR), or both concurrently (CLR).

RecoverPoint clusters are used to provide Continuous Data Protection (CDP) and Continuous Remote Replication (CRR), or in the alternative, these functions are combined in a Continuous Local and Remote (CLR) instance. RecoverPoint CDP tracks data changes at a block level and journals these changes locally. These journals then allow rolling data back to a previous "Point-In-Time" in order to view the drive contents as they were before any particular point.

This capability can be used to recover from hardware failures, or from complex data corruption scenarios.

CDP can journal each write individually, enabling "Any-Point-In-Time" snapshots, or it can be configured to combine consecutive writes in order to reduce journal space and improve bandwidth. Where possible (and permitted by application owners), RecoverPoint applies compression and de-duplication in order to reduce WAN traffic, reducing the data transfer window required to replicate/migrate a workload.

EMC2 has worked directly with virtually every major software vendor to insure tight, fail-safe integration with enterprise applications via published APIs. RecoverPoint creates "intelligent bookmarks" designed to provide this integration. Vendor APIs that are integrated include Microsoft, Oracle, and VMWare.

1. The ViON solution will support both fiber channel and IP network infrastructures and will provide a gateway or integrated portal to provide common internet file system (CIFS) and network file system (NFS) connectivity to the customer's IP network.
2. ViON will, as part of managing a multi-fabric SAN environment, support server multi-pathing, based on the application servers' operating system layers. All Operating Systems currently attached to the customer SAN (as listed in the RFQ) will be supported.
3. ViON will provide a "tap and probe" hardware interface for each Fibre Channel port of their block storage arrays. These will allow the customer to monitor performance of the storage infrastructure. These capabilities will be installed using the advanced technologies provided by Virtual Instruments. Virtual Instruments' FC test and monitoring technology represents the best available in the marketplace today.
4. Relying on Virtual Instruments technology, as well as service processors built into each storage component, ViON will ensure that its infrastructure comes with sensors and monitors that will fully integrate with the ViON Support Center while also automatically contacting the customer's Command Center (e.g., via SMTP traps) should a hardware or software failure be detected.
5. ViON will ensure that all Fibre Channel SAN interface connections meet industry standard Optical Multimode 3 (OM3) requirements. The current Virtual Instruments systems support a maximum of 10Gigabit/sec speeds, limiting ViON's solutions to 8Gigabit/sec fiber channel speeds.

#### **"Green" Hardware**

ViON recognizes the importance of "Green IT" initiatives and is selecting hardware components that minimize power consumption without sacrificing performance or availability. In designing



our solution, ViON has, wherever possible, endeavored to reduce the energy consumption of the storage systems and all supporting infrastructure.

### **Manufacturing Efficiencies**

For example, one of our manufacturing partners, EMC2 operates with a corporate commitment towards energy efficiency known as “Design for Environment (DfE) process” which works continuously to generate savings for their customers and to help them reduce their environmental impact by improving the energy efficiency of their products. These improvements, which apply to both hardware and software products, include delivering industry-leading functionality to manage demand, driving increased efficiency, and tightly integrating many products within the data center.

This process starts with product designers and architects who gain insights into sustainable product design by using proxy indication systems that are embedded into their design tools. As the process continues, EMC2 engineers consult development checklists to ensure products adhere to these corporate standards and best practices. During the final stage, when products become ready for general release, lifecycle analyses are conducted on representative product configurations with a goal of informing future developments. Moving forward, EMC2 will continue to focus on the following areas:

- Increasing the energy efficiency of our products
- Working with suppliers to reduce impacts of manufacturing disk drives
- Investigating reductions in carbon-emitting transport for products and components
- Exploring novel light weight techniques
- Developing environmentally friendly printed circuit board materials
- Improving packaging efficiency without compromising efficacy
- Maximizing recovery and recycling of products at end of use.

### **Energy Consumption (ENERGY STAR) Commitments**

ViON is committed to partnering with manufactures that are actively engaged and committed to reducing energy consumption levels.

### **Efficient Storage Drives**

ViON offers a variety of disk drives to meet varying needs of capacity, performance, and cost while paying particular attention to power consumption, matching drives to their purpose. For example, high-capacity SATA drives use less power but have slower performance. In contrast, lower capacity FC/SAS drives use more energy but meet higher performance SLAs.

### **Efficient Power & Cooling**

Beyond drives, there are three other key initiatives for reducing power use in storage platforms:

**Power Supplies:** Using more efficient power supplies to reduce energy loss as power is delivered to the storage platform. The use of high-efficiency power supplies reduces total equipment power and minimizes the generation of waste heat. This can yield significant savings in the facility cooling and power distribution infrastructure. Power supplies in the current ViON

project architecture solution have achieved a "Gold" rating against the Industry standard 80 PLUS benchmark.

**Power Monitoring:** Embedding instrumentation and utilizing effective tools to monitor and report power use and ambient temperature.

**Adaptive Cooling:** Embracing adaptive cooling technology is used to save energy by dynamically adjusting fan speeds in the storage platform. Our adaptive cooling technology continuously samples the external environment and adjusts its operation to minimize power consumption while maintaining reliability.

ViON is proposed an initial five rack block storage system per environment, with the plan for growth into additional racks based upon capacity increases. The power and cooling data associated with these five racks are outlined below. The additional EMC, CISCO, Virtual Instruments, and management support systems will require a minimum of four additional racks, which are not detailed below.

Voltage: V ~ 208 and V ~ 120/208					
Rack Name	Power Consumption (kVA)	Heat Dissipation (Btu/hr)	Phase A	Phase B	Phase C
Rack 1	5.94	19,100	11.1A	17.0A	17.0A
Rack 2	4.53	13,700	8.2A	12.5A	12.5A
Rack 3	4.46	14,700	11.8A	11.8A	8.7A
Rack 4	4.53	13,700	8.2A	12.5A	12.5A
Rack 5	5.94	19,100	11.1A	17.0A	17.0A
System Total	25.40	80,300			

Figure 8: ViON's proposed initial 5 rack block storage system

- The ViON Team will be responsible for any cabling related to their managed infrastructure.
- The ViON Team will guarantee all ViON owned equipment is IPV6 compliant.

#### d) Storage Infrastructure Design, Development, and Implementation.

Using appropriate ITIL processes, ViON will document the initial project implementation infrastructure. Upon review and approval by the customer, ViON will develop, test, and implement the resulting compliant infrastructure.

Additionally, ViON will develop and deliver as appropriate, a System Assessment Package (SAP) to design and document the initial project infrastructure. In order to facilitate the development of the SAP, ViON understands that the customer will provide the following templates (for a Moderate system) to ViON: System Security Plan (SSP), Risk Assessment Report (RAR), Security Assessment Report (SAR), Plan of Action and Milestones (POA&M), and Security Requirements Traceability Matrix (SRTM) workbook. ViON's understands that project has been classified as a Moderate Risk Contract.

#### Transition Risk Management

ViON's risk management approach to the project is based on a systematic process of identifying, analyzing, and responding to program risk.

The Program Management team (PM) develops an initial risk management approach, performs, and documents a risk assessment starting during the planning phase of a transition activity or migration project, and monitors and controls the risk factors throughout the project. Risk includes not only threats to the objectives of a project, but also identifies intermediate activities that may improve the project outcome. Figure 8 below addresses the initial risk assessment for the customer transition project.

Once risks to the project or activity are identified, the PM will lead team discussions to identify risk containment and mitigation strategies for each risk item from the assessment (above). ViON utilizes a rigorous internal risk mitigation process that validates proposed changes to a customer's storage infrastructure assets before implementing changes to minimize risk. This process ensures proper planning has been completed, knowledge has been applied and correct procedures are followed to maximize the success rate.

Risk Description	Risk Rating	Mitigation Strategies	Residual Risk
During transition valuable institutional control could be lost	Medium	<p>Prior to contract award ViON will appoint an experienced, fulltime Program Manager who will act as the exclusive transitional lead for ViON. This person will be fully briefed on the customer's processes and vendor storage technologies and will have the authority to act as the single point of contact for the entire ViON Transition Team.</p> <p>ViON will use its understanding of ITIL processes and procedures allow our team to readily absorb existing customer processes and documentation.</p>	Low
Availability of qualified personnel to adequately staff the transition and data migration efforts.	High	The ViON team has more than 250 cleared and certified professional services resources dedicated to our Federal projects. This level of staffing capability allows us to meet any "surge" requirements caused by concurrent implementation and migration projects. ViON will bring any number of trained and certified storage professionals to support all surge requirements, as required by circumstances.	Low
Ability to meet the customer's transition and migration schedules	High	ViON understands the urgency to migrate all of the customer's data from the existing platform to the new project platform before costly maintenance renewals are triggered. Our ability to launch concurrent migrations using state-of-the-art tools will allow the customer to meet its requirements while accelerating migration off of	Low



Risk Description	Risk Rating	Mitigation Strategies	Residual Risk
Possible migration impact on the customer's systems and end users	High	the old equipment. ViON's use of a proven migration methodology and advanced discovery tools allows us to identify and remediate customers' server and array issues prior to initiating each migration.	Low
Ability to manage data migrations uniformly	High	ViON will utilize its innovative and proven storage migration program to ensure uniform, consistent, and repeatable migrations across all of the customer's storage environments. ViON will collaborate with customer regarding all migration activities.	Low

Figure 9: ViON's Mitigation Strategies

ViON's project Implementation and Transition Plan is intended to document all required actions. ViON will be responsible for, at a minimum, transitioning/assuming ownership of the application data, and any data migration required; project storage infrastructure operation; receipt of all pertinent documentation and relevant specifications; continuity of operations during transition-in; and ongoing operations support.

This includes the development of an Implementation Test and Acceptance Plan prior to data migration. ViON understands that we must conduct a functional walk-through/demonstration for the customer of the project Go-Live environment for approval.

We will test each new solution in the customer on site lab environment prior to release to production. It is our understanding that ViON will receive Authority to Operate (ATO), based on its delivered SAP, prior to data migration.

ViON will, as part of each migration, assist in defining data to be migrated to the new devices, perform a test data migration to the new devices, migrate data, validate successful migration, and turn on new platforms to live production. Following a post-migration review, updates to migration procedures from "lessons learned" will be added to the customer and ViON documentation.

Additionally, ViON will develop and maintain an Implementation Complete Report detailing that it has successfully completed Transition to the initial project infrastructure.

The ViON Team will provide Deliverables in the form of draft and final project Implementation and Transition Plan, Project Infrastructure Design Document, Systems Assessment Package (SAP), and an Implementation Test and Acceptance Plan in accordance with the initial project schedule.

#### Project Operations and Service Management Project Operations and Service Management

After the customer's acceptance of ViON's transition and project Go-Live deliverables, the contract will enter the on-going operations phase, wherein ViON will be responsible for the day-to-day operations of the infrastructure across a range of tasks.

The table below identifies Operations and Service Management, describing the roles and responsibilities of customer and ViON staff for storage infrastructure on-going operations — for all storage that is owned and managed by ViON.

Section # and Task	Customer	ViON
<b>(a) Program Management Planning and Execution</b>		
Maintain a Program Management structure and approach across all contract tasks		√
Develop and maintain a Risk Management Plan and Traceability Matrix		√
Provide applicable customer procedures and policies	√	
<b>(b) Personnel Management</b>		
Maintain staff that is qualified, certified, and regularly trained		√
Employ staff best adapted to the evolving storage needs of the customer		√
Provide an Information Systems Security Officer (ISSO) that is a Certified Information Systems Security Professional (CISSP).		√
Approve proposed Key Personnel	√	
<b>(c) Quality and Performance Management</b>		
Ensure quality of operations and deliverables		√
Assess quality of operations and deliverables against defined SLAs	√	
Update its quality assurance program if warranted based on deficiencies identified by the customer		√
<b>(d) Project Management and Reporting</b>		
Develop specific project plans with critical path and milestones		√
Approve plans confirming they are integrated with the work and tasks performed by the customer or other contractors	√	
Participate in routine Program Management Review (PMR)	√	√
<b>(e) Storage Infrastructure Planning</b>		
Provide intermediate and near-term storage estimates and expected application implementation timeframes	√	

Section # and Task	Customer	ViON
Perform demand management	√	√
Perform capacity management		√
Provide power (type and amount) and space estimates		√
Provision adequate facilities (power, AC, space)	√	
<b>(f) Storage Infrastructure Design and Engineering</b>		
Develop/update storage infrastructure design and configuration documentation based on adds and changes		√
Review and approve storage infrastructure design	√	
Change configurations to realize optimizations	Approve	√
Research and recommend new technologies	Research, Approve	√
Develop and deliver Innovation Plan	Review	√
<b>(g) Storage Infrastructure Adds and Changes</b>		
Provide capacity requests for additional storage	√	
Perform request fulfillment, provide capacity		√
Perform storage administration		√
Perform cabling (e.g., from application servers to the SAN fabric)	√	
Perform cabling to Contractor managed storage		√
Interface with application team for application migrations	√	√
Execute migration	Lead	Tasks as needed
Provide input on migration approaches	√	√
Perform release and change management	√	√
<b>(h) Security</b>		



Section # and Task	Customer	ViON
Develop initial Security Package		√
Conduct independent security assessment		√
Review security package, conduct IV&V	√	
Give Authority to Operate	√	
Update security package for material changes		√
Respond to security incidents		√
<b>(i) Asset Management</b>		
Purchase and receive hardware		√
Track asset inventory	√	√
Properly dispose of assets (e.g. data removal)	Inspect	√
<b>(j) Service Operations and Maintenance</b>		
Provide 24x7x365 day support		√
Perform service level management		√
Perform availability management		√
Perform regular preventative system maintenance		√
Perform administrative systems back-ups		√
<b>(k) Infrastructure Monitoring and Incident Response</b>		
Perform infrastructure monitoring	√	√
Send automated alarms for incidents	√	√
Receive or report incident in the customer's Remedy system	√	√

Section # and Task	Customer	ViON
Troubleshoot and develop incident response plan for certain incidents		√
Review and sign-off on plans affecting customer operations	√	
Perform root cause analysis		√
<b>(l) Problem Management and Performance Tuning</b>		
Tune performance to meet and exceed performance objectives		√
Troubleshoot pervasive, advanced performance issues		√
<b>(m) Continuity of Operations and Disaster Recovery Support</b>		
Implement real-time replication of production data to Boyers		√
Participate in disaster recovery planning	√	√
Participate in a disaster recovery event	√	√

**Figure 10: ViON's Service and Operations Management**

ViON's roles and responsibilities, as outlined above, have been mapped into the table of organization on the following page in order to document the roles and responsibilities of ViON project proposed personnel.

Group	Roles	Responsibilities
<b>Program Management Office</b>	<b>Program Manager</b>	<ul style="list-style-type: none"> <li>• Maintain Program Management structure and approach across all contract tasks</li> <li>• Maintain qualified, certified, and regularly trained staff</li> <li>• Participate in routine Management Reviews (PMR)</li> <li>• Perform project request fulfillment, provide capacity</li> <li>• Direct purchase of, and receive hardware</li> </ul>
	<b>Deputy Program Manager</b>	<ul style="list-style-type: none"> <li>• Develop and maintain a Risk Management Plan and traceability Matrix</li> <li>• Ensure Quality of Operations and deliverables.</li> <li>• Update Quality Assurance Surveillance Program if warranted based on deficiencies identified by the customer</li> </ul>
<b>Operations Management</b>	<b>Operations Manager</b>	<ul style="list-style-type: none"> <li>• Employ staff to best the evolving storage needs of the customer</li> </ul>

Group	Roles	Responsibilities
		<ul style="list-style-type: none"> <li>• Perform in demand management capacity</li> <li>• Perform storage capacity Management</li> <li>• Perform Service Level Management</li> </ul>
	Project Manager/ Coordinator (Migrations)	<ul style="list-style-type: none"> <li>• Develop specific project plans with critical path and milestone charts</li> <li>• Interface with application team for application migrations</li> </ul>
	Information Systems Security Officer	<ul style="list-style-type: none"> <li>• Develop initial Security Package</li> <li>• Conduct independent security assessment</li> <li>• Update security package for material changes</li> <li>• Respond to security incidents</li> </ul>
	Senior Storage Engineer	<ul style="list-style-type: none"> <li>• Perform Storage Administration</li> <li>• Perform cabling connecting Contractor managed storage</li> <li>• Track asset inventory</li> <li>• Properly dispose of assets</li> <li>• Perform availability management</li> <li>• Perform administrative system back-ups</li> <li>• Perform Infrastructure Monitoring</li> <li>• Receive &amp; report incident in the customer "Remedy" System.</li> <li>• Troubleshoot and develop incident response plans</li> <li>• Perform root cause analysis</li> <li>• Tune performance to meet and exceed developing performance requirements</li> <li>• Troubleshoot pervasive, advanced performance.</li> </ul>
<b>Engineering Management</b>	Storage Hardware Specialist/Expert	<ul style="list-style-type: none"> <li>• Provide power (type and amount) and space estimates</li> <li>• Develop/update storage infrastructure design and configuration documents based on adds and changes</li> <li>• Change configurations to realize optimization</li> <li>• Develop and deliver innovation plan(s)</li> <li>• Perform release and change management</li> </ul>
	Storage Hardware specialist/Senior Storage Engineer #X	<ul style="list-style-type: none"> <li>• Will share responsibilities with both the Storage Hardware Specialist and the Senior Storage Engineer.</li> <li>• Will also provide continuity in both positions (coverage).</li> </ul>
	Network Engineer	<ul style="list-style-type: none"> <li>• Primarily responsible for the maintenance and configurations of CISCO SAN and LAN switch assets</li> </ul>

Group	Roles	Responsibilities
		<ul style="list-style-type: none"> <li>• Performs updates and consistency checks on network devices</li> <li>• Assist customer with execution of migrations</li> <li>• Provide input to migrations approaches</li> <li>• Interface with customer network team</li> </ul>
	System Monitor	<ul style="list-style-type: none"> <li>• Works within the customer monitoring section</li> <li>• Supports all monitoring functions of the project infrastructure through the shared use of Virtual Instruments and other tools like NetApp OCI</li> <li>• Works to ensure remote monitoring and reporting is adequately established and communicating with customer</li> </ul>

Figure 11: ViON's Roles and Responsibilities

**a) Program Management Planning and Execution.**

ViON will plan, structure, staff and operate the project on an ongoing basis to design and implement optimal solutions that adjusts to changing customer business or technical requirements and priorities; is responsive to ad-hoc requests for program and project status; and provides daily feedback on significant issues and/or problem resolutions. In operating the project infrastructure, ViON personnel will focus primarily on meeting the established customer SLAs for both performance and availability and doing so with the highest levels of transparency to the government; only secondarily will the Team make decisions based upon our ease of operation or other constraints.

- 1) ViON will design, document, operate and maintain a Program Management structure and approach across all contract tasks. This Program Management structure will be designed and managed in a manner consistent with ITIL practices, guidelines, and frameworks.
- 2) ViON will demonstrate that all of the work performed by the team members under this contract is conducted in accordance with the Information Technology Infrastructure Library (ITIL) v3 service management framework. We understand that the framework will consist of at least the following concentrations:

- Service Strategy
- Service Design
- Service Transition
- Service Operation
- Continual Service Improvement.

- 3) ViON will adhere to the customer System Development Life Cycle (SDLC) and Enterprise Architecture and Security policies and procedures; federal information technology statutory and administrative mandates/guidance; and all other applicable customer procedures and policies as set out in RFQ: Attachment 8, customer SDLC Standards; Attachment 9, SDLC Policy; Attachment 10, customer Overview of Enterprise Architecture (EA) Governance and Change Control; and Attachment 11, IT Standards. ViON will achieve this adherence by applying and



leveraging "Agile" practices for SDLC, Enterprise Architecture and Security policies and procedures.

4) As part of our continual improvement process, each month ViON will provide a PMR Report documenting the preceding month's activities that will include the preceding month's Call Orders, top identified mission risks and the resulting risk mitigation actions. During the PMR meeting the customer Contracting Officer's Representative (COR) and Program Manager will discuss performance, risk mitigations, upcoming needs, growth projections, and any security, operational and technical concerns. ViON will participate in these monthly PMR meetings with the COR and Program Manager throughout the life of this contract.

5) ViON will develop and maintain a Program Risk Management Plan and a Risk Traceability Matrix as part of the ConOps that quantifies risks with respect to the impact on program development, operational performance, customer application performance, application data, schedule, and cost. Risk information shall include classification and priority. Within the Quality Assurance Surveillance Program (QASP), ViON demonstrates the extensive experience and depth of our customer Program Management. We find these levels of process scrutiny and improvement to be invaluable for maintaining continuous operations.

**Risk Classification:**

ViON understands that the following risk classifications listed below will be used in order to identify and resolve acknowledged risks. The classifications include: Schedule, Application Data/Functionality, Performance/Quality and Resources.

- **Schedule – Project deliverables might be finished late. In the event that ViON identifies Schedule-related risks, we will consider the following mitigation actions:**
  - Activities on the critical path
  - Activities that have several dependencies
  - Activities that have minimal float (non-flexible begin and end dates)
  - Activities reliant on external vendors
  - Critical milestones
- **Application Data/Scope – (Functionality) The level of performance or capability might be reduced. In the event that ViON identifies Application functionality-related risks, we will consider the following mitigation actions:**
  - Completeness of the Statement of Work Document
  - Dynamics of customer requirements
  - Non-standard hardware or software needed
- **Application Performance/Quality – The level of quality might be reduced. In the event that ViON identifies Application performance or quality-related risks, we will consider the following mitigation actions:**
  - Large number of defects
  - Uncertainty of new product technology



- **Resources** – The number of resources may be affected. In the event that ViON identifies resource-related risks, we will consider the following mitigation actions:
  - Activities that depend on one person
  - Activities with many people assigned
  - Activities using scarce resources
  - Utilizing resources from other areas

**Priority Assessment:**

In the event that more than one risk is identified at a given time, ViON will perform a priority assessment, reorganized priorities based on anticipated Impact of that risk.

- 1) The Risk Traceability Matrix will effectively manage program risks (throughout the life of the contract) that identifies, analyzes, and classifies risk as it relates to the WBS in the project schedule, program development, application data and cost. The risk mitigation exercise will be applied for each risk identified in the risk traceability matrix and provide updates on actions performed via the Strategy Effectiveness and Updated Status fields. The Risk Traceability Matrix shall be included in the PMR Report. The customer COR and Program Manager will consistently review and mitigated risk.
  - 2) As was described above, ViON will review program and operational risks during the Program Monthly Review (PMR) meeting. The customer Governance Activity worksheet will be leveraged in order to identify additional program and operational risks.
  - 3) A risk mitigation plan will be created for every risk. If the risk mitigation plan is acceptable to the ViON Program Manager, the plan is executed. If it is not acceptable, the risk mitigation plan will be escalated to the lead for Capacity Services and revaluated and a new executable plan developed. If no executable option is approved by ViON, the risk mitigation plan will be escalated to customer Program Management Office. The customer Program Management Office will review and provide resolution of all escalated risk mitigation plans. Once the plan is approved, the mitigation plan will be executed, and the risk register will be updated accordingly. ViON will provide a PMR Report that includes the preceding month's findings that include the top risks and risk mitigation plans. The customer COR and Program Manager will discuss program and operational risks and risk mitigations during the PMR meeting
  - 4) In order to disseminate PMR communications, ViON will leverage the following documents: Concept of Operations, Program Monthly Review Report, PMR Meeting, and Problem Notification Letter.
- b) Personnel Management.** The specific Personnel Management requirements are listed below:
- 1) ViON will ensure that all personnel assigned to this contract will be U.S. Citizens. In order to maintain and improve proficiency of personnel in their area of work, a staffing plan is provided in Section 6 of the draft Concept of Operations document, which discusses meeting qualifications, staff acquisition, continuing education/training and certifications, performance reviews, as well as recognition and rewards.

- 2) ViON will provide personnel who possess thorough, practical, and applied experience in order to meet the requirements of the RFQ as well as evolving needs of the customer. Training and Continuing Education are an integral component of the staffing plan.
- 3) ViON has placed significant emphasis and investment in its people in order to ensure continuity and stability of staff for its customers. ViON recognizes the importance of maintaining a quality workplace, one in which low staff turn-over helps maintain existing contracts as well as the additional investment placed in training and certifications. These efforts have paid off with loyal customers who recognize our commitment to staffing talented individuals. *ViON has also been recognized externally; we have been designated as one of the Best Places to Work by Washington Business Journal every year since 2008.*
- 4) ViON places significant emphasis and investment in its employees in order to ensure continuity and stability of staff for its customers. ViON's employees have an outstanding track record of training and advanced trade certification. ViON provides incentives for employees who attain additional certifications and funds other continuing education activities via bonuses and promotions. ViON's staff currently possess more than 250 advanced technical certifications. To support additional training, ViON maintains two 1500sqft raised floor data center labs with samples of all advanced products and technologies, and three 500sqft classrooms. This high-tech classroom is available to our staff, partners, and customers on a 7 day a week basis.
- 5) ViON will ensure that all of the Key and required personnel have, at a minimum, the certifications as required by the RFQ in section C.5.1.2 Figure 8. Please see Section 4 of ViON's Technical Response document for they key Personnel Matrix for details on specific certifications.
- 6) For the project contract, ViON key personnel are required to work out of the government location as the primary site; however, this will be dependent on the available space provided by the customer for use by ViON.
- 7) ViON will ensure that all Key Personnel work standard hours Monday through Friday of each week (except Holidays and Paid Time Off). Additionally, staffing planning will ensure that selected personnel will be geographically available to report to the primary site as needed. ViON will provide pagers for all Key Team members.
- 8) In order to manage a contract efficiently and ensure a constant high-quality level of operations, ViON believes it is very important that the Key Personnel have the authority to act on matters relating to their specific areas of program responsibility. Moreover, after announcement of award, the Program Manager will meet with the team internally to discuss and delineate areas of responsibility, cover the communications plan, and ensure that each Key Person understands and is empowered to carry out his or her individual tasks.
- 9) ViON understands and will comply fully with the security requirements discussed in RFQ. ViON has worked in Federal government spaces for more than three decades in both highly secure and non-secure environments.
- 10) ViON will provide the Contractor Personnel Report (in a MS Word or MS Excel format) upon project Go-Live and monthly with PMR Report and Invoice Submission. The report will contain:
  - Contract Name

- Contract Number and Title
- Company Name
- List of all Personnel on the Project
  - Name
  - Work Telephone
  - Work Cellular
  - Role description
  - Training.

**c) Quality and Performance Management - Specific Quality and Performance Management requirements are listed below:**

- 1) ViON has provided a Quality Assurance Surveillance Plan as an attachment to the Concept of Operations.
- 2) Various surveillance techniques will be used by the customer to monitor project SLAs. ViON discusses, in detail, our surveillance techniques within the Quality Assurance Surveillance Plan.
- 3) ViON takes quality seriously. As part of the monthly PMR meeting the Program Manager will meet with customer to discuss contract performance, resolve issues, discuss customer complaints, and provide positive interaction and feedback to all parties, as well as a list of any unresolved deficiencies. Specifically, as part of this meeting, the SLA status report will be provided and discussed.
- 4) ViON will monitor performance against the SLAs as discussed in the Quality Assurance Plan.
- 5) ViON will provide an SLA status report template at least two weeks prior to project Go-Live. This Report will serve as the template for the monthly SLA Status Report reviewed during the PMR.
- 6) ViON will participate in any and all reviews of its performance of the contract. Any findings identified by the customer regarding deficiencies related to the program execution or infrastructure will be identified, discussed with ViON, and any corrective actions needed will be taken. In the event that a deficiency is identified by the customer which require and update to ViON's Quality Assurance Surveillance Plan (QASP), ViON agrees to update the QASP accordingly at no expense to the customer.

**d) Project Management and Reporting**

ViON will aid in the design and performance of large-scale storage migration projects. To ensure these projects are performed in the most effective and efficient manner, ViON will adhere to the project management requirements below:

We will also leverage our Project Plan Evaluation Checklists – as shown below - in order to perform storage-related sub-projects under the contract using Project Management Body of Knowledge (PMBOK)-based methodologies, Project Management Institute best practices and the customer's SDLC processes. ViON will develop individual Project Plans, with critical path and milestones, for specific projects. In order to ensure the project plans we develop are coordinated

with other work and the tasks to be directed by the customer. ViON will deliver updates to project management in the form of the PMR Report.

Program Name	Program Reference Number	Prepared By (print)	Preparer's Initials
Project X			
Customer	Contact	Contact's Phone Numbers	Date Prepared
Government 1			

Requirements	Yes	No	N/A	Remarks
1. Did knowledgeable customers develop the requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Has a gap analysis been conducted to evaluate completeness of the requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Is the confidence level strong that the requirements are accurate and complete?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are the requirements built with appropriate flexibility to handle change at the program level?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are performance expectations included as part of the requirements? Are they achievable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are the performance levels requested achievable without planned technology advances?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Are the priority and flexibility of the major constraints known and agreed to by the customer? Are they in synch with the program at large?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	



Project Plan Elements	Yes	No	N/A	Remarks
1. Does adequate time exist to develop deliverables without broad assumptions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Will knowledgeable customer personnel be accessible to participate in the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are those customer resources committed by name in the project plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is the correct balance of in-house and vendor resources presented as part of the project plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Is an appropriate amount of project management incorporated into the plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are appropriate inter-project relationships established and appropriate interdependencies added to the plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Are those interdependencies reflected in any referenced project plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8. Have all statements of work (SOWs) in the project undergone the appropriate reviews at the project and program level?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9. Are appropriate teaming, mentoring, and training elements included in the plan at the project and program level?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Figure 12: ViON's PMR Report

### Storage Infrastructure Planning

ViON will plan for future storage requirements and needs. The requirements are listed below:

- 1) ViON will work with the customer to perform demand management activities to ensure capacity estimates are formulated.
- 2) ViON will work with the customer to perform capacity management activities to plan capacity and infrastructure purchases based on the customer's intermediate and near term storage estimates and expected application implementation timeframes.



- 3) ViON will collaborate with the customer to develop and implement Demand Management and Capacity Management Standard Operating Procedures (SOPs) for all storage infrastructure engineering efforts.
- 4) As a normal course of operations, ViON will provide customer estimates of data center power and space based on infrastructure changes to provide the capacity required needed to meet the customer's requirements. ViON understands that the customer will need a minimum of 3 months lead time for power requirements beyond what is currently available, and 6 months lead time for additional physical space.
- 5) ViON will provide the customer with an updated and detailed Run Book within 5 days of contract award.
- f) ViON will provide design and development support for: storage engineering projects, new project migrations, new and emerging technologies, technology evaluations, and senior level consulting to the customer's Server and Storage Services Branch (SSSB). Additionally, ViON's engineering team will serve as the final tier for trouble-shooting challenging and intractable technical problems.

ViON will be proactive in researching trends in storage, software, monitoring tools, and methodologies and will recommend appropriate solutions for the customer. Additionally, we will proactively identify optimization opportunities and develop solutions for customer review and implementation to analyze and identify ways to utilize storage efficiently and consume less power, without sacrificing performance or ability to meet the customer's SLAs. ViON will present findings in conjunction with the PMR and other times requested by the customer.

- 6) ViON's entire business is centered on keeping abreast of advances in storage technologies and innovations to the types of services offered to the customer. On a quarterly basis, and in conjunction with the PMR, ViON will present our findings to the Government. Additionally, ViON will be prepared to provide additional updates at the government's request. These presentations and findings will help feed the annual Innovation Plan.

#### **Storage Infrastructure Adds and Changes**

ViON understands that under project, there will be the need for the storage infrastructure to accommodate changes. ViON will work with the customer to provision new storage hosts for mirroring/copying data to new storage array volumes or other approved method, and for de-provisioning old storage from hosts. We will provide a customized customer Portal that will streamline storage provisioning. Once requested, the action will be documented and tracked. ViON will work the customer to determine the details of the requested provisioning. We will work with the customer staff to physically and logically connect customer host applications to newly provisioned storage and will document procedures along with Port and LUN Mapping information, along with FC switch zoning details.

In the final version of ViON's Draft Run Book, processes will be defined for the following:

- a) Configure, connect (physically and logically) and provision new storage to the hosts responsible for new array configuration and volume mapping to present LUNs to the SAN
- b) ViON will work with the customer to verify storage provisioning by rescanning LUNS and device paths.

- c) ViON will take a phased approach for data migration. For each application server being migrated, application data will be migrated from the customer to the project via the customer's existing SAN fabric connected to our SAN fabric. Once the target data has been migrated to the new infrastructure and successfully tested/verified, host bus adapters (HBAs) connected to the customer's edge switches will be re-cabled and migrated to ViON's switches/SAN fabric. After successful verification, ViON will be responsible for the server's SAN connectivity end-to-end. We will ensure that each of the migrations have no impact on customer applications.
- d) ViON will also work with the customer to de-provision storage by un-mapping and un-mounting LUNS from customer hosts. Our partnership with the customer ensures that 100% of the data has been successfully cutover to the new storage devices. Once the migration has been successfully completed, and the customer's hosts have been de-provision from the old storage arrays, a post-migration review will be conducted, and processes will be documented for the customer.

Once storage subsystems are in place at the customer's locations, ViON personnel constantly monitor utilization levels and promptly notify the customer when utilization crosses a pre-defined threshold. In doing this, we ensure that the customer has ample time to place additional capacity requests before existing storage resources are fully utilized. ViON will overprovision storages systems at each customer site to ensure rapid respond to any urgent requirement that may occur. Additionally, we routinely maintain storage inventories in our warehouse that are available to ship at a moment's notice.

We will conduct an extensive review of the transition estimates provided in the SOW in order to come up with a multi-year acquisition plan that will ensure that the customer's storage needs, both planned and unplanned, are met in a timeframe that is compliant with contractual SLAs. Using the forecasted storage growth as a guide, we will work closely with our OEM partners to pre-position assets when necessary to meet demand, taking into account the lead times required for delivery of new equipment. With customer approval, new systems are routinely delivered with additional storage that was not part of customer request (at no charge to the customer) to allow for the rapid increase of storage capacity without the need to order, ship, and deliver additional hardware. This allows for small capacity requests to be met in the shortest possible amount of time. ViON will also proactively identify optimization opportunities and develop solutions for customer review and implementation to analyze and identify ways to utilize storage efficiently and consume less power, without sacrificing performance or ability to meet customer SLAs.

ViON will take a phased approach for data migration. For each application server being migrated, application data will be migrated from the customer to the project architecture via ISL links connecting the customer's existing SAN fabric to our SAN fabric. Once the target data has been migrated to the new infrastructure and successfully tested/verified, host bus adapters (HBAs) connected to the customer's edge switches will be re-cabled and migrated to ViON's switches/SAN fabric. After successful verification, ViON will be responsible for the server's SAN connectivity end-to-end. We will ensure that each of the migrations have no impact on customer applications. ViON will work with the customer to test and verify data migration success. We will also work with the customer to de-provision storage by un-mapping and un-mounting LUNS from customer hosts. ViON's partnership with the customer ensures that 100% of the data has been successfully cutover to the new storage devices. Port and LUN mapping

information, along with fibre channel switch zoning details will be documented and disseminated. We will work with the customer to verify storage provisioning by rescanning LUNS and device paths. Once the migration has been successfully completed, and the customer's hosts have been de-provisioned from the old storage arrays, a post-migration review will be conducted, and processes will be documented for the customer.

ViON key personnel will, because of the distributed nature of the customer functions, roles, and responsibilities, coordinate all data migration activities directly with the customer storage management personnel who will then coordinate between the disparate organizations within the customer organization who are using storage services.

A formal process of submittal, review, discussion, and approval process will be implemented in support of customer hardware, software, and infrastructure changes. ViON will collaborate and communicate consistently with the customer to allow review, correction, and approval of submitted change requests. Change requests can be generated by the customer or ViON Program management. Included will be specifics on the title of the change request, location, equipment type and serial number as well as the customer information like host name or barcode information.

Software, microcode, or facility type information will be included as necessary. Email or other means will be used to submit the change requests to persons or aliases designated by the customer. Requests should include the reasons for the request and procedures that will be used. Time requirements, back out plans, and other impact/risk assessments will be included in the request.

Once a request is submitted for review, confirmation/approval to the requester and groups affected or doing the work should be made via email or other means as agreed to by the customer. During the review meeting the change request will be determined to move forward or be rejected with reasons for rejection. If approved, notification will be sent to the requestor, groups affected and persons responsible for the change. At this time a ticket will be created for tracking purposes until change is completed and successful. Changes to the environment will be tracked by ViON as will outstanding requests not yet approved or completed. ViON will ensure that all infrastructure changes are tested before they are put into production.

### Security

ViON will comply with NIST SP800-37 standards for security life cycle approach for information security. This will include the process of the six-step Risk Management Framework (RMF). We will ensure that the project infrastructure meets current, security and privacy requirements defined by the customer, the Department of Commerce, and Federal laws, regulations, and policies.

As required by NIST SP800-37, ViON will also provide security to protect the confidentiality, integrity and availability of information and systems developed and maintained on behalf of the customer, commensurate with the risk and magnitude of harm resulting from unauthorized access, use, disclosure, disruption, modification or destruction. Additionally, we will update and maintain a System Assessment Package (SAP) for the storage infrastructure in accordance with guidance contained in NIST 800-37, Rev 1 or current version.

Along with complying with NIST SP800-37 and SP800-53 standards for security life cycle approach for information security, ViON will perform an independent assessment of its SAP,



independent from the ISSO activities/duties. We will also comply and incorporate the controls for security life cycle approach for information security. After contract award, ViON will discuss with the customer, which controls will be considered Common Controls for our use.

Additionally:

- ViON will deliver a complete SAP to obtain Authorization to Operate (ATO) for inspection and review by the customer's Independent Verification and Validation (IV&V) of the completed SAP to ensure it meets FISMA customer Office of the Inspector General (OIG) compliance using a checklist and review controls. If the controls do not pass the requirement of 80%, we will provide a corrective action plan and is responsible for correcting IV&V review findings at no cost to the customer.
- ViON will use the Cybersecurity Assessment Management (CSAM) tool to manage POA&Ms and to store official security documentation for Department of Commerce and Office of Inspector General (OIG) review, provided by the customer a CSAM account.
- ViON will ensure that after a system has been authorized, any change to the system must be assessed and documented in accordance with OMB Memo 10-15 and 12-20.
- ViON will ensure any new storage design package includes an updated SAP, and the Contractor shall obtain ATO from the customer Security Office prior to implementing material changes to storage infrastructure security.
- ViON will participate and respond to customer OIG-performed security audits.
- ViON will develop and maintain a Security Finding/Incident Report as part of the monthly PMR Report to document all security-related issues identified in the project environment.
- ViON will deliver, after post award, the System Assessment Package (SAP) along with the PMR – Security Finding/Incident Report.

#### **Asset Management**

As owners of the project infrastructure, ViON will be responsible for all ordering and receipt of the assets used to perform the duties under this contract. The requirements are listed below.

We will own the project infrastructure. We understand that we are responsible for all ordering and receipt of the assets. ViON will develop and implement asset management procedure in accordance with customer requirements and include these in the final draft of the Run Book.

ViON views the customer as a partner and will work to coordinate and provide a minimum of 48 hours' notice for deliveries of hardware to customer locations. This includes obtaining approval for the removal of any equipment that is part of upgrades, migrations, and other routine tasks.

We will clearly mark each piece of equipment with stickers stating "Owned by ViON Corporation" for easy identification purposes.

ViON will provide the customer a record of the ordered equipment along with instructions that detail the customer's required configuration and mandated system feature validation and recording. This asset information will include data and categories of the following: manufacturer, device type, serial number, version number, and physical and logical location. The Asset

Inventory will be maintained in a readily accessible format that will be available to the customer within 48 hours following any request.

As described previously, ViON will, as a matter of routine, constantly monitor utilization levels, promptly notifying the customer when utilization crosses a pre-defined capacity threshold. We have several methods we will use to ensure rapidity in the process.

ViON will ensure all customer data has been removed from any assets assigned to be disposed. We will complete a Data Erasure Completion Report, detailing the steps taken to remove data from the devices, and provide it to the customer for review, verification, and sign-off. ViON will provide to the customer media and devices that have not been purged or cleared by the guidelines set by the customer to remain onsite for destruction by the customer.

As part of accounting for our business, we document both purchase price/cost and depreciate assets monthly. We agree to sell or lease the entire infrastructure to the customer or a replacement Contractor. Infrastructure would include assets purchased for the customer in accordance with the customer order, but not yet placed in service.

ViON will provide a buy back price for its entire infrastructure when requested by the customer. Price will be calculated as 30 times the current monthly rate minus the number of months that the item has already been in service. If the time in service is 30 months or greater, the repurchase value is zero. Following the sale of all assets, the customer will be responsible for re-licensing all software in accordance with the then-current manufacturer policies for software entitlements and ViON shall have no liability for any costs associated with the customer's purchase.

#### **Service Operations and Maintenance**

ViON will provide project operations and maintenance for scheduling, procedures, systems control, and optimization; and performance of system support; and routine, preventive, scheduled and unscheduled actions aimed at preventing equipment failure or decline.

- 1) ViON will provide 24/7/365 remote and onsite support for all data centers that ensures we meet and exceed the SLAs.
- 2) ViON will work with customer personnel to connect and enable ESRS (EMC Secure Remote Support) facility which will allow monitoring and managing the storage infrastructure via an out-of-band network.
- 3) ViON's Operations Manager or assigned designee, during the Operations Managers schedules PTO (Personal Time Off), will be available for the customer's Operation meeting at the designated time and location.
- 4) ViON will ensure adequate staffing is available for all planned and unplanned activities including after hours and on weekend and holidays when so planned.
- 5) ViON will adhere to all customer maintenance windows ensuring that scheduled maintenance activities occur at these times or other times as requested by customer personnel
- 6) ViON will meet and/or exceed the Response Time SLAs when responding to support requests via phone, e-mail, or the customer's remedy system. In addition, ViON will respond to automated Alerts transmitted directly from the equipment. ViON strongly urges the customer to ensure support is requested via phone for all critical incidents.



- 7) ViON will document and implement, after gaining the customer's approval, all operating and escalation procedures in the final Run Book which will be available to the customer and ViON.
- 8) ViON, via the Program manager, Operations Manager and other personnel assigned to the account will help to ensure all service level and availability management activities are performed based on our agreed upon and documented processes and procedures.
- 9) ViON is working closely with and will manage the OEM to ensure all scheduled and Preventative Maintenance procedures, as recommended by them, will be performed.
- 10) ViON will ensure all hardware and software contracts with the OEM are in place such that all maintenance practices and procedures are performed with OEM specifications.
- 11) ViON will work with the customer to produce an SLA Status Report and Storage Infrastructure Operational Report that meets the customer's needs as required.

#### **Infrastructure Monitoring and Incident Management**

- 1) ViON will develop, document in the Run Book, and implement monitoring, response and escalation procedures/thresholds that ensure agreed-to SLAs are met and exceeded. Draft Run Book contains ViON's initial methodology for infrastructure monitoring and incident management. ViON will also develop and deliver a Root Cause Analysis Report.
- 2) ViON will utilize toolsets that utilize automation technology to identify events and potential incidents before they occur. ViON will work with the customer to ensure these alerts are integrated with the customer's monitoring systems as allowed by customer's monitoring system. When these incidents are detected ViON will implement corrective actions with the customer approval.
- 3) ViON will utilize all available log and monitoring data to identify potential incidents before they occur. When these incidents are detected ViON will bring these to customer personnel and implement corrective actions with the customer approval.
- 4) ViON will develop, implement, and document in the Run Book all processes and procedures related to incident response, troubleshooting/repair, escalation, and resolution procedures.
- 5) ViON will use the customer's remedy system to record and respond to incidents as required and allowed by the customer.
- 6) ViON will respond within the "Response" timeframe as defined in the project SLAs. ViON understands how outages are measured by the customer. ViON is dedicated to the reduction and/or the elimination of all outages.
- 7) ViON will provide root cause analysis and resolution for all incidents as required by the customer.
- 8) ViON will work with all vendors, the customer, and any assigned contractor personnel to identify and solve incidents related to storage issues or problems.
- 9) ViON personnel will provide communication and updates as required by the customer on any and all outages. These communications will be done face to face, by phone, or e-mail as required by the customer.

#### **Problem Management and Performance Tuning Problem Management**

ViON will constantly discover, document, and disseminate the identification, management, and resolution of problems that affect service quality, availability, and efficiency.

- 1) ViON will document baseline performance metrics for the environment and will monitor for negative deviations from that level. Deviations will be resolved, and changes or corrections will be made to restore or enhance the baseline levels using best practices, new versions of hardware/software and improvements to connectivity as recommended by the findings.
- 2) ViON will generate root cause analysis for severe events as well as pervasive and or advanced performance issues using our highly-trained and experienced engineers, extensive knowledge base, specific vendor engineering partnerships, diagnostics and comparative findings based on baseline documentation
- 3) ViON will proactively look for new hardware, software and infrastructure products that will better perform and utilize storage, network, processes, and application resources. As needed, we will test, document, and recommend changes or enhancements to the environment providing the customer the Best of Class performance they expect.
- 4) Based on customer requests or findings from ViON's monitoring will document and test corrective action or enhancements to the environment. ViON will provide an action plan for preparation, risk, implementation and monitoring the solution for customer review and approval. Rollout plans, as well as a fallback process, will be included in the planning, documentation, and testing. Post implementation problems will be included in the Rollout documentation and process. Customer-required change management processes will be used.
- 5) ViON will provide complete documentation for baseline performance, proposed corrections and enhancements, testing, implementation, and fallback. For problems requiring root cause analysis, ViON will document the problem, the steps taken to correct, the timeline of events and any "lessons learned".

#### **Continuity of Operations (COOP) and Disaster Recovery Support**

- 1) ViON will provide the required technical operational support for COOP and disaster recovery planning. COOP/Disaster recovery planning is part of the foundation of our offerings. We conduct DR planning sessions with customers across the Federal Government, from the US Intelligence Community to the Department of Homeland Security. ViON draws on all these experiences to provide key contributors to planning for the customer.
- 2) ViON will provide the skills and talent to properly document all aspects of a COOP/DR Plan developed specifically for the project architecture. We will document all the procedures including test results and analysis of those results. This includes suggestions and recommendations that will be provided through the Continuity of Operations Plan (COOP)/Disaster Recovery (DR) Plan and the COOP/DR Test Plan and Results.

#### **Contract Transition-Out**

ViON expects that the government will be satisfied with the execution of the contract. From experience, we understand that it will take time for both the customer and ViON to become comfortable with the processes involved in any new Managed Service environment/relationship. Should the contract end or transfer to another vendor at some point, ViON will support a transition-out posture.

We further expect that if Transition Out is executed, the customer will have a follow-on contract that is prepared to be in place. The customer can place new orders against the new contract should the need arise and decommission storage from the contract. At the end of the option years of the contract, or cancelling a call order, ViON shall be responsible for the removal of all ViON-owned equipment related to this contract at no cost to the Government.

As stated earlier, ViON agrees to sell or lease the entire infrastructure to the customer or a replacement Contractor at the expiration of the contract. The project infrastructure would include assets purchased for the customer per the customer order, but not yet placed in service. We will provide a buy back price for its entire infrastructure when requested by the customer. Price will be calculated as 30 times the current monthly rate minus the number of months that the item has already been in service. If the time in service is 30 months or greater, the repurchase value is zero.

Following the sale of all assets, the customer will be responsible for re-licensing all software in accordance with the then-current manufacturer policies for software entitlements and ViON shall have no liability for any costs associated with the customer's purchase.

ViON understands that, upon proper notice from the customer regarding expiration of the contract, a Transition-Out Plan will be finalized by ViON. This Plan will include: the Transition-Out Approach (whether to the customer or a follow-on Service Provider), asset transition/purchase approach and details, transition and deployment schedule listing all pertinent activities, interim service solution approach, transition staffing and risk mitigation, escalation procedures, status reporting, and a Transition-Out Readiness Checklist.

Further, ViON understands that, at the end of Transition-Out and before final billing, ViON will prepare a Transition-Out Report that details the successful transfer of sufficient knowledge of all project components and activities need by the customer or a follow-on Contractor to fully perform on-going operations.



## **APPENDIX B – COPY OF MAINTENANCE CONTRACT**

ViON provides a copy of our Maintenance Contract in response to 4.2.4.2.7 on the following pages.



# ProSupport Plus for Enterprise

## Introduction

Dell EMC<sup>1</sup> is pleased to provide ProSupport Plus for Enterprise (the "Service(s)" or "Support Services") in accordance with this Service Description ("Service Description"). Your quote, order form or other mutually-agreed upon form of invoice or order acknowledgment from Dell EMC (the "Order Form") will include the name(s) of the Product(s)<sup>2</sup>, applicable Service(s) and related option(s), if any. For additional assistance, or to request a copy of your governing agreement applicable to the Services (the "Agreement"), contact your Dell EMC sales representative. For Customers who purchase from Dell under a separate Agreement that authorizes the sale of these Services, the Dell Services Terms & Conditions Supplement<sup>3</sup> also applies to these Services. For a copy of your agreement with your applicable Dell EMC reseller, contact that reseller.

## The Scope of This Service

The features of this Service include:

- Access on a 24x7 basis (including holidays)<sup>4</sup> to a specialized Dell EMC technical support resource from the Dell EMC Customer Service and Support organization for troubleshooting assistance of Products.  
On-site dispatch of a technician and/or delivery of replacement parts to the Installation Site or other Customer business location approved by Dell EMC as detailed in the Agreement (as necessary and according to support option purchased) to address a Product problem.
- Access to a remote Technology Service Manager (TSM).

Please review the table below for more details.

## How to Contact Dell EMC if You Require Service

**Online, Chat, and Email Support:** Dell EMC website, chat, and email support available for select products at <https://www.dell.com/support>.

**Telephone Support Requests:** Available on a 24x7 basis (including holidays). Availability may differ outside of the United States and is limited to commercially reasonable efforts unless otherwise specified in this document. Visit <https://www.dell.com/support> for a list of applicable telephone numbers for your location.

The following chart lists the service features of ProSupport Plus for Enterprise provided under Dell EMC's warranty and/or maintenance terms. ProSupport Plus for Enterprise is available to support and maintain:

1. Dell EMC Equipment which is identified on the Dell EMC Product Warranty and Maintenance Table and/or on your Order Form as  
including ProSupport Plus for Enterprise during the applicable warranty period; or  
eligible for upgrade to ProSupport Plus for Enterprise during the applicable warranty period; or  
eligible for ProSupport Plus for Enterprise during a subsequent maintenance period.
2. Dell EMC Software which is identified on the Dell EMC Product Warranty and Maintenance Table and/or on your Order Form as  
eligible for ProSupport Plus for Enterprise during a maintenance period.

<sup>1</sup> "Dell EMC", as used in this document, means the applicable Dell sales entity ("Dell") specified on your Dell Order Form and the applicable Dell EMC sales entity ("Dell EMC") specified on your Dell EMC Order Form. The use of "Dell EMC" in this document does not indicate a change to the legal name of the Dell or Dell EMC entity with whom you have dealt.

<sup>2</sup> As used in this document, "Dell EMC Products", "Products", "Equipment" and "Software" means the Dell EMC Equipment and Software identified on the Dell EMC Product Warranty and Maintenance Table or on your Order Form, and "Third Party Products" is defined in your Agreement, or in the absence of such definition in your Agreement, in the Dell EMC Commercial Terms of Sale, or your local Dell EMC terms of sale, as applicable. "You" and "Customer" refers to the entity named in the purchaser of these Services named in the Agreement.

<sup>3</sup> To review the Dell Services Terms of Sale Supplement, please go to <https://www.dell.com/servicecontracts/global>, choose your country and select the Support Services tab on the left hand navigation column of your local country page.

<sup>4</sup> Availability varies by country. Contact your sales representative for more information.



SERVICE FEATURE	DESCRIPTION	PROSUPPORT PLUS—COVERAGE DETAILS
<b>GLOBAL TECHNICAL SUPPORT</b>	<p>Customer contacts Dell EMC by telephone or web interface on a 24x7 basis to report an Equipment or Software problem and provides input for initial assessment of Severity Level*.</p> <p>Dell EMC provides (i) a response by remote means using a senior level Dell EMC technical support resource for troubleshooting assistance based on the Severity Level of the problem; or (ii) when deemed necessary by Dell EMC, Onsite Response as described below.</p>	Included.
<b>ONSITE RESPONSE</b>	Dell EMC sends authorized personnel to Installation Site to work on the problem after Dell EMC has isolated the problem and deemed Onsite Response necessary.	<p>Included for Equipment only.</p> <p>Initial Onsite Response objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell EMC deems Onsite Support is necessary.</p> <p><u>4-Hour Mission Critical On-site Response</u></p> <p>Typically arrives on-site within 4 hours after completion of telephone-based troubleshooting.</p> <ul style="list-style-type: none"> <li>• Available seven (7) days each week, twenty-four (24) hours each day - including holidays.</li> <li>• Available within defined four (4) hour response locations.</li> <li>• 4 Hour parts locations stock essential operational components, as determined by Dell EMC. Non-essential parts may be shipped using overnight delivery.</li> <li>• Ability to define if the issue is a Severity 1 upon remote supports initial diagnosis</li> <li>• Critical situation procedures - Severity level 1 issues are eligible for quick Escalation/Resolution Manager and "CritSit" incident coverage.</li> <li>• Emergency dispatch - onsite service technician dispatched in parallel with immediate phone-based troubleshooting for Severity 1 issues.</li> </ul> <p><u>Next Business Day On-site Response</u></p> <p>Following telephone-based troubleshooting and diagnosis, a technician can usually be dispatched to arrive on-site the next business day.</p> <ul style="list-style-type: none"> <li>• Calls received by Dell EMC after local cutoff at Customer site local time may require an additional business day for service technician to arrive at Customer's location.</li> <li>• Available only on select models of Products.</li> </ul> <p>Onsite Response does not apply to Software and may be separately purchased.</p>

## \*SEVERITY LEVEL DEFINITIONS

**SEVERITY 1** Critical – loss of ability to perform critical business functions and requires immediate response

**SEVERITY 2** High – able to perform business functions, but performance/capabilities are degraded or severely limited.

**SEVERITY 3** Medium/Low – little to no business impact.

<b>REPLACEMENT PARTS DELIVERY</b>	Dell EMC provides replacement parts when deemed necessary by Dell EMC.	<p>Included. Replacement parts delivery objective is based on the option purchased by the Customer. The options available to the Customer are the following; either 1) a four-hour service response during the same business day, or 2) a service response during the next local business day, during normal business hours, after Dell EMC deems that a replacement part delivery is necessary</p> <p>Local country shipment cut-off times may impact the same day/next local business day delivery of replacement parts.</p> <p>Installation of all replacement parts performed by Dell EMC as part of Onsite Response, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See <a href="#">Dell EMC Product Warranty and Maintenance Table</a> for listing of parts designated as CRUs for specific Equipment or contact Dell EMC for more details.</p> <p>If Dell EMC installs the replacement part, Dell EMC will arrange for its return to an Dell EMC facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by Dell EMC.</p>
<b>PROACTIVE SOLID STATE DRIVE REPLACEMENT</b>	Included for Storage and Converged Products. If the Endurance Level (as defined below) for any solid-state drive prior to the device reaching its full capacity or less (as determined by Dell EMC) the Customer is eligible to receive a replacement solid state drive. Endurance Level means the average percentage of life span remaining on the eligible SSD.	<p>Included.</p> <p>Response objective is based on the applicable Replacement Parts Delivery and Onsite Response service features detailed above. Customer must activate and maintain the currently supported version(s) of SupportAssist and/or Secure Remote Support software during the applicable term of support. SupportAssist and/or Secure Remote Support enablement, as applicable is a prerequisite for these additional renewal service features.</p>
<b>RIGHTS TO NEW RELEASES OF SOFTWARE</b>	Dell EMC provides the rights to new Software Releases as made generally available by Dell EMC.	Included.
<b>INSTALLATION OF NEW SOFTWARE RELEASES</b>	Dell EMC performs the installation of new Software Releases.	<p>Included for Software which Dell EMC determines is Equipment operating environment Software<sup>5</sup> and only when the associated Equipment into which the operating environment Software is being installed is covered by an Dell EMC warranty or then current Dell EMC maintenance contract. Equipment operating environment Software is defined as software programming and/or microcode firmware needed to enable the Equipment to perform its basic functions, and without which the equipment cannot operate.</p> <p>Customer performs the installation of new Software Releases of Software (that is, Software not classified as Equipment operating environment Software, or Equipment operating environment software that is deemed by Dell EMC to be self-installable), unless otherwise deemed necessary by Dell EMC.</p>

<sup>5</sup> Installation of new Software Releases for the Dell EMC Converged and Hyperconverged Infrastructure systems, including but not limited to software versions posted on applicable interoperability configuration matrices (The Dell EMC Simple Support Matrix or the Release Certification Matrix) may require the purchase of a separate services engagement from Dell EMC. The Simple Support Matrix and Release Certification Matrix includes list of certified versions of software, firmware, and hardware for a specific releases available at [https://support.emc.com/products/42676\\_VxRack-SDDC](https://support.emc.com/products/42676_VxRack-SDDC) and <https://cpsdocs.dell EMC.com/rcm/#/home>, respectively.

<b>24X7 REMOTE MONITORING AND REPAIR</b>	<p>Certain Products will automatically and independently contact Dell EMC to provide input to assist Dell EMC in problem determination.</p> <p>Dell EMC remotely accesses Products if necessary for additional diagnostics and to provide remote support.</p>	<p>Included for Products that have remote monitoring tools and technology available from Dell EMC.</p> <p>Once Dell EMC is notified of a problem, the same response objectives for Global Technical Support and Onsite Response will apply as previously described.</p>
<b>24X7 ACCESS TO ONLINE SUPPORT TOOLS</b>	<p>Customers who have properly registered have access on a 24x7 basis to Dell EMC's web-based knowledge and self-help Customer support tools via the Dell EMC Online Support site.</p>	<p>Included.</p>
<b>TECHNOLOGY SERVICE MANAGER ("TSM")</b>	<p>The ProSupport Plus for Enterprise assigned TSM is a remote resource that provides a wide range of system, environmental and account management features and capabilities designed to reduce downtime and improve the overall support experience from Dell EMC.</p> <p>Included with the Service:</p> <p><u>Onboarding assistance:</u> Ensuring the customer is fully enabled to receive the ProSupport Plus service by:</p> <ul style="list-style-type: none"> <li>➤ Verifying the accuracy of relevant Customer support information such as account name, address, etc.</li> <li>➤ Providing knowledge transfers such as how to contact Dell EMC to open service requests and use of Dell EMC support tools and technologies</li> <li>➤ Designating schedule for TSM deliverables such as reporting and service reviews</li> </ul> <p><u>Monthly Reporting:</u> Reporting and recommendations on entitled systems including:</p> <ul style="list-style-type: none"> <li>➤ Summary of open and closed service requests by month;</li> <li>➤ Verification of currently installed system software versions against target code recommendations; and</li> <li>➤ Contract status, including start/end dates and other basic contract details.</li> </ul> <p>In order to fully enable monthly reporting, Dell EMC connectivity technologies such as SupportAssist and/or Secure Remote Support must be installed with the appropriate log collection options enabled</p>	<p>Included on Products covered by ProSupport Plus for Enterprise service or then current maintenance contract during Dell EMC's normal local business hours which may vary by region and country, excluding Dell EMC and local holidays. See additional Coverage Details below.</p> <p>Dell EMC is responsible for performing only the TSM activities and tasks expressly specified in this document. All other tasks, activities and services are out of scope.</p>

<b>TECHNOLOGY SERVICE MANAGER ("TSM") CONTINUED</b>	<p><u>Service Review:</u> The TSM provides a service review of the details in the Service Report. Schedule, timeframe and other topics to be reviewed will be determined between the TSM and the Customer during Onboarding.</p> <p><u>System Maintenance</u> For entitled assets, the TSM will assist Customer in coordinating delivery of System Maintenance events within the Customer's maintenance window. See below for additional information.</p> <p><u>Dell EMC Escalation Support:</u> Acting as the Services liaison to coordinate all resources necessary to address individual Severity 1 issues or more systemic problems.</p>
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## Customer Responsibilities for TSM Service Feature

Dell EMC's provision of the TSM service feature detailed above is contingent upon the Customer fulfilling the following responsibilities:

- Making an appropriate system maintenance window(s) available for the TSM as deemed necessary by Dell EMC.
- Ensuring that all environment, technical and operational requirements are met.
- Providing the TSM with timely access to (a) at least one technical contact with system administration responsibilities and appropriate system/information access privileges, and (b) applicable subject matter experts, systems and networks (including, without limitation, remote systems/ network access) as deemed necessary by Dell EMC.
- Assuming all responsibility for network connectivity, performance, and configuration issues.
- Verifying that the Equipment location(s) is/are prepared prior to the commencement of ProSupport Plus for Enterprise.

## Additional important information on TSM Service Feature

- Availability of the TSM service is during normal business hours. Business hours are defined by the location where the TSM resides and may vary by region and country. At Dell EMC's discretion and when deemed necessary by Dell EMC, TSM services may be performed onsite.
- Afterhours support may be provided by other resources within Dell EMC at Dell EMC's discretion.
- The location of the TSM will be assigned during on-boarding based on Customer's preferred service area and staffing availability.

## PROSUPPORT PLUS FOR ENTERPRISE SYSTEM MAINTENANCE

ProSupport Plus System Maintenance provides Dell EMC customers with necessary remote maintenance events occurring during the term of the service contract on devices covered by ProSupport Plus for Enterprise and monitored under applicable Dell EMC connectivity technology, such as SupportAssist and/or Secure Remote Services, as applicable. System maintenance helps maintain performance and may reduce the likelihood of future incidents due to incompatible hardware, software, BIOS, and firmware versions. System Maintenance events are coordinated between the customers, the TSM and Dell EMC support personnel. Delivery of System Maintenance is generally available 24x7x365, but may be subject to mutual customer and Dell EMC resource availability. Dell recommends System Maintenance occur twice per year. Certain Products may have limitations on the number of times System Maintenance may be performed per year. Please consult with your sales representative or assigned TSM for a list of supported Products and any applicable limitations.



### Not Included in ProSupport Plus for Enterprise System Maintenance

- Updates on interconnected devices not covered by a current ProSupport Plus for Enterprise support contract.
- Updates on any software without corresponding entitlement to such updates under an appropriate, software support contract by either Dell or a third party for select Third Party Products.
- Operating System and hypervisor patch creation or other related engineering or software development support.
- Creation of application patches.
- Onsite delivery of maintenance.
- De-installation or installation of additional hardware, or configuration tasks.
- Installation or configuration of software not specifically listed in this Service Description
- Application performance tuning.
- Virus, spyware, or malware identification or removal.
- Any other updates or other activities not specifically documented within this Service Description.

### Additional Important Information about ProSupport Plus for Enterprise System Maintenance

- During the maintenance event, upgrades may cause a temporary loss of connectivity to other attached devices.
- After completion of the upgrade attached devices may need to be rebooted and connectivity verified.
- System(s) to be upgraded must be made available to Dell EMC or Dell EMC-authorized agents during the agreed upon maintenance window.
- Depending on the system(s) to be upgraded an additional system management system or resource may need to be made available.
- Depending on the system(s) to be upgraded appropriate administrative rights to the device may need to be provided to Dell EMC or Dell EMC authorized agents.
- Customer is responsible for having and maintaining all license requirements pertaining to Equipment and Software updates.
- In the event that updating Software on entitled Product could cause degradation or impact performance on other unentitled Product, Dell EMC in consultation with the customer may choose to not proceed with the System Maintenance activity until that situation is resolved.
- In order to fully enable ProSupport Plus for Enterprise System Maintenance, applicable connectivity technology such as Dell EMC SupportAssist and/or Secure Remote Support must be installed with log collection options enabled.

## COLLABORATIVE ASSISTANCE

If a Customer opens a service request and Dell EMC determines that the problem arises with an eligible third-party vendor's products commonly utilized in conjunction with Products covered by a current Dell EMC warranty or maintenance contract, Dell EMC will endeavor to provide Collaborative Assistance under which Dell EMC: (i) serves as a single point of contact until the problems are isolated; (ii) contacts the third-party vendor; (iii) provides problem documentation; and (iv) continues to monitor the problem and obtain status and resolution plans from the vendor (where reasonably possible).

To be eligible for Collaborative Assistance, Customer must have the appropriate active support agreements and entitlements directly with the respective third-party vendor and Dell EMC or an authorized Dell EMC reseller. Once isolated and reported, the third-party vendor is solely responsible to provide all support, technical and otherwise, in connection with resolution of the Customer's problem. **Dell EMC IS NOT RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES.** A list of



Collaborative Assistance partners can be found on the [Collaborative Assistance List](#). Please note that supported third-party products may change at any time without notice to Customers.

## DELL EMC SYSTEM SOFTWARE SUPPORT

Dell EMC Software support included within ProSupport Plus for Enterprise provides support for select Third Party Products, including select end-user applications, operating systems, hypervisors and firmware when such Third Party Products are 1) used with and are currently installed and operating on Products at the time that support is requested, and 2) covered by an existing ProSupport Plus for Enterprise support and maintenance term of service. This level of support is provided on entitled ProSupport Plus for Enterprise Equipment, regardless of how the eligible software was purchased and licensed, but Customer is responsible for ensuring that such eligible software was purchased and licensed properly according to the publisher. Customer is solely responsible for correcting any problems with licenses and purchases of eligible software to be eligible to receive these Services at any time during the coverage period. A list of eligible software can be found on the [Comprehensive Software Support List](#). Please note that supported Third Party Products may change at any time without notice to Customers. Situations giving rise to Customer's questions must be reproducible on a single system, which may be physical or virtual. Customer understands and accepts that resolutions of certain issues giving rise to Customer's service request may not be available from the publisher of the relevant software title and may require support from the publisher, including installation of additional software or other changes to Products. Customer accepts that in such situations where no resolution is available from the publisher of the relevant software title, Dell's obligation to provide support to the Customer will be fully satisfied.

### Additional Terms and Conditions Applicable to End Users Purchasing Product(s) from an OEM

An "OEM" is a reseller who sells the Supported Products in a capacity as an original equipment manufacturer that is purchasing Dell EMC Products and Services from the OEM Solutions (or its successor) business group for an OEM project. An OEM typically embeds or bundles such Dell EMC Products in or with OEM Customer's proprietary hardware, software or other intellectual property, resulting in a specialized system or solution with industry or task-specific functionality (such system or solution an "OEM Solution") and resells such OEM Solution under OEM's own brand. With respect to OEMs, the term "Supported Products" includes Dell EMC Supported Products that are provided without Dell EMC branding (i.e. unbranded OEM-ready system), and "End-User" means you, or any entity purchasing an OEM Solution for its own end-use and not for reselling, distributing or sub-licensing to others. It is OEM's responsibility to provide first level troubleshooting to the End User. An appropriate best-effort initial diagnosis should be performed by OEM before the call goes to Dell. This OEM maintains responsibility for providing the initial troubleshooting even when its End User engages Dell EMC to request service, and if an End User contacts Dell EMC for service without contacting their OEM, Dell EMC will ask the End User to contact their OEM to receive first level troubleshooting before contacting Dell.

### Dell EMC ProSupport Plus for Enterprise on Non-Standard Parts in Custom Server Products

The repairs and exchanges of non-standard or unique parts ("Non-Standard Component Support Services") are a value-added exchange service complementing Customer's PowerEdge Product warranty that covers standard Dell EMC components in a standard configuration, and that require replacement due to defects in workmanship or materials ("Warranty Repairs"). Dell EMC branded firmware/software for "Non-Standard Components" is NOT available, and the Customer must use manufacturer provided utilities to monitor and/or update the component. The Customer will also work with the manufacturer directly to resolve any quality issues related to software/firmware, utilities, and hardware. Dell EMC will provide Non-Standard Support Services to replace non-standard or unique parts that Customer forecasted and guaranteed to be available as set forth above, and once Customer has made corresponding arrangements to assist Dell EMC in placing any orders for service stock in order to facilitate repair activity. Provided Customer has accurately forecasted stocking needs, and Dell EMC is not liable to Customer to ensure part availability, Dell EMC will exchange the part that exhibits a defect according to the Customer's applicable response time for Warranty Repairs and install the replacement part in the Customer's Product. Same day (e.g. 4 hour) parts and field response may not be available for "non-standard" component replacement, and Dell EMC will default to Next Business Day Service in these cases. Replacement parts may be new or refurbished as permitted by local law, and fulfillment of Non-Standard Component Support Services repairs and exchanges may require Dell EMC to utilize a third party manufacturer/third party publisher's warranty and/or maintenance services, and Customer agrees to assist Dell EMC and provide any materials requested by any third party manufacturer or third party publisher to facilitate utilization of the corresponding third party warranty and/or maintenance services.

Dell EMC's engineering testing of the resulting configuration pursuant to a separate statement of work (SOW) after installation of the non-standard or unique parts, software requested by Customer is a point in time activity and the Non-Standard Component Support Services are available only on the specific configuration as defined by Customer and tested by Dell EMC. Dell EMC will communicate the exact hardware configuration tested including firmware levels. Once engineering testing is complete Dell EMC will provide the results via reports with indication of Pass/Fail. Dell EMC will use commercially reasonable efforts to support recognition and operation of the non-standard component on the Dell EMC Product, however modification of Dell EMC standard utilities (including BIOS, iDRAC, and SupportAssist) will not be supported. Customer will be responsible for working with the manufacturer directly to resolve any non-standard component issues which arise during engineering testing (including quality issues, software, firmware, or hardware specifications/limitations). Additional Dell EMC engineering testing after Customer has received a report with an indication of PASS will require a new SOW and associated non-recurring engineering fees, including any engineering testing requested in connection with a repair or replacement of any component of the configuration during the warranty term of the Customer's Equipment.

## Other Details about Your Service

The warranty periods and support options ("Support Information") on this website apply (i) only between Dell EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with Dell EMC (the "Dell EMC Customer"); and (ii) only to those products or support options ordered by the Dell EMC Customer at the time that the Support Information is current. Dell EMC may change the Support Information at any time. Other than changes caused by publishers and manufacturers of Third Party Products, the Dell EMC Customer will be notified of any change in the Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between Dell EMC and the Dell EMC Customer, but any such change shall not apply to products or support options ordered by the Dell EMC Customer prior to the date of such change.

Dell EMC will have no obligation to provide Support Services with respect to Equipment that is outside the Dell EMC Service Area. "Dell EMC Service Area" means a location that is within (i) one hundred (100) drivable miles of an Dell EMC service location for Storage and Data Protection Equipment and/or components; and (ii) the same country as the Dell EMC service location, unless otherwise defined in your governing agreement with Dell EMC, in which case the definition in the governing agreement prevails.

This Service is not available at all locations. If your Product is not located in the geographic location that matches the location reflected in Dell EMC's service records for your Product, or if configuration details have been changed and not reported back to Dell EMC, then Dell EMC must first re-qualify your Product for the support entitlement you purchased before applicable response times for the Product can be reinstated. Service options, including service levels, technical support hours, and on-site response times will vary by geography and configuration, and certain options may not be available for purchase in Customer's location, so please contact your sales representative for these details. Dell EMC's obligation to supply the Services to relocated Products is subject to various factors, including without limitations, local Service availability, additional fees, and inspection and recertification of the relocated Products at Dell EMC's then-current time and materials consulting rates.

Products or services obtained from any Dell EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the Support Information on this website. The reseller may make arrangements with Dell EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local Dell EMC sales representative for additional information on Dell EMC's performance of warranty and maintenance services on Products obtained from a reseller.

## CONTACT US

To learn more, contact your local representative or authorized reseller.

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EMC Corporation believes the information in this document is accurate as of its publication date. The information is subject to change without notice.

Rev. June 18, 2019



## **APPENDIX C – PANDUIT IPI TROUBLESHOOTING GUIDE**

ViON provides documentation of our Panduit IPI Troubleshooting Guide in response to Section 4.2.1.1.8 on the following pages.

# Dell EMC IPI Appliance Troubleshooting Guide

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## PDU's

### Lost Comms

There are two basic reasons why you may see 'Lost Comms' messages from PDU ports.

1. The PDU port is enabled, but does not have a PDU physically connected, in which case the port can be disabled.
2. The connection between the Dell EMC IPI Appliance PDU port and the PDU has become defective in some way.

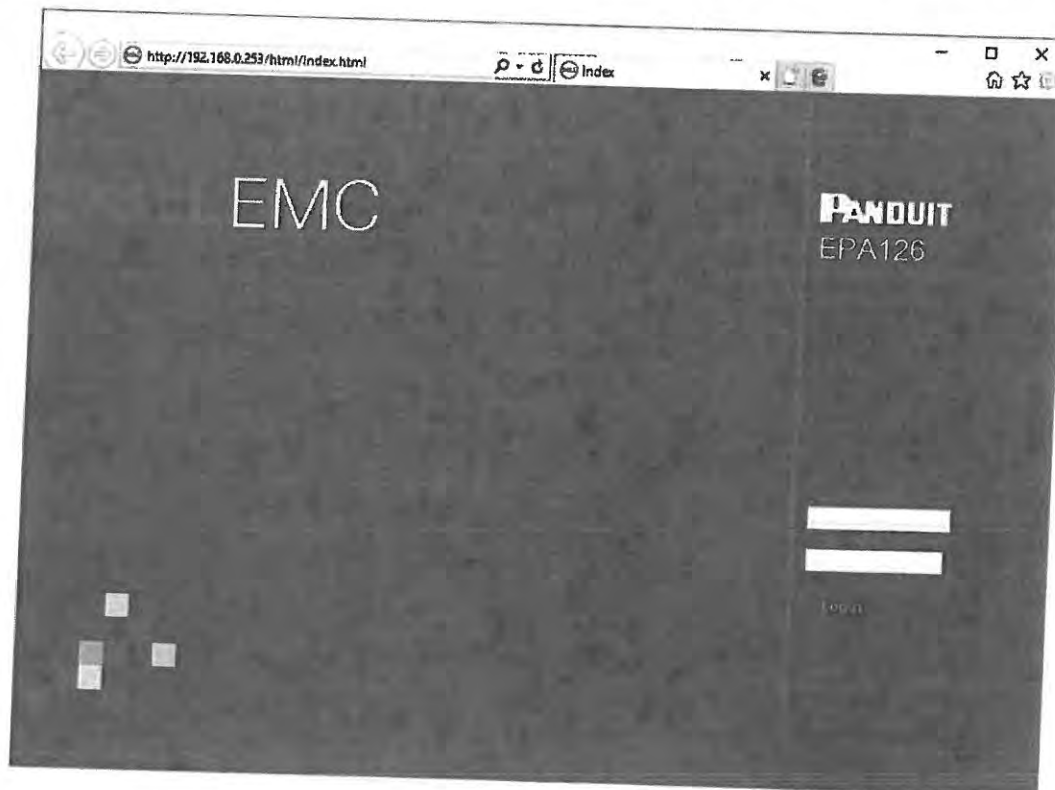
### Resolution

1. PDU Port Enabled but PDU not physically connected

In this situation, the unused PDU ports may be enabled, but not physically connected to a PDU.

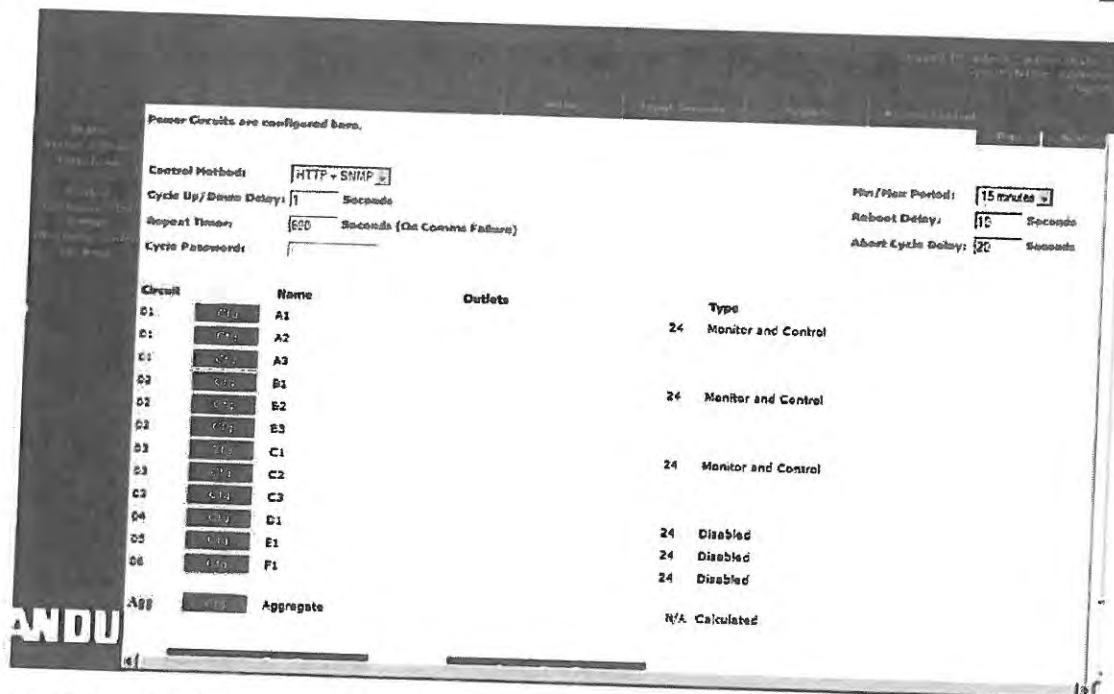
Example: a cabinet may contain 2 PDUs, but all 6 PDU ports may be enabled in the IPI Appliance, meaning that the 4 unconnected ports will generate 'Lost Comms' alerts.

- A. Point your browser at the IP address for the IPI Appliance to get to the IPI Appliance login page as follows:

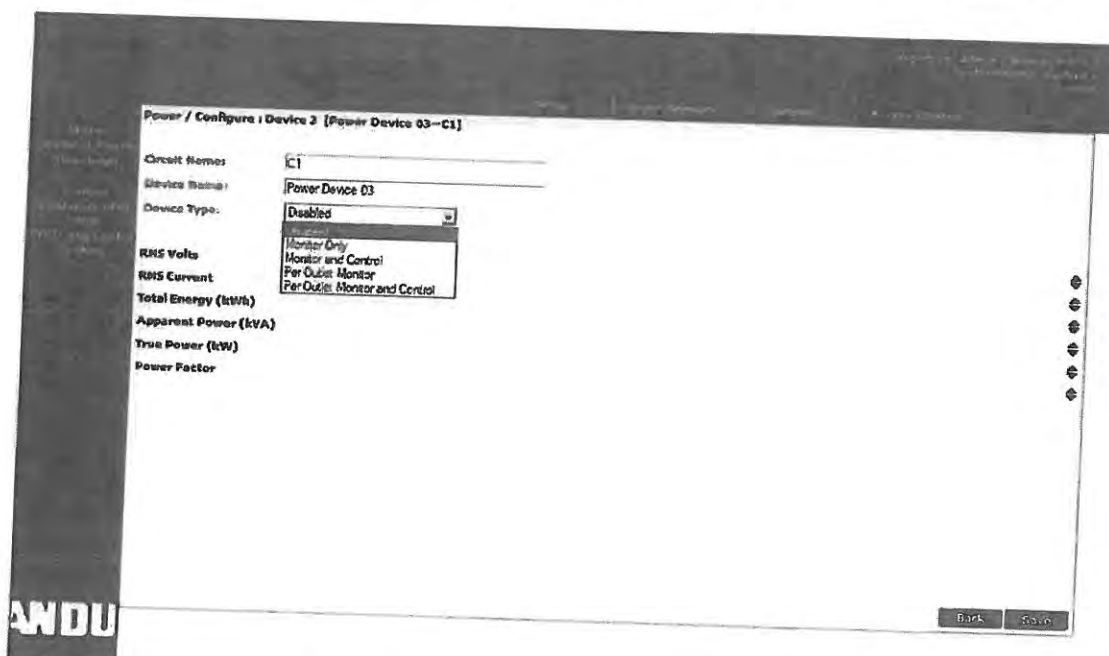


- B. Login with the relevant credentials.
- C. Navigate to the Power>Configuration screen as shown below:





- D. Then select the relevant CFG box next to the PDU port which needs to be disabled.
- E. NOTE – If only 2 POU's are physically connected, to say ports 1 and 4 for example, then ports 2,3,5, and 6 need to be disabled to prevent 'Lost Comms' alerts from these ports.
- F. Selecting the port will take you to the screen shown below, Set the Device Type field to Disabled.



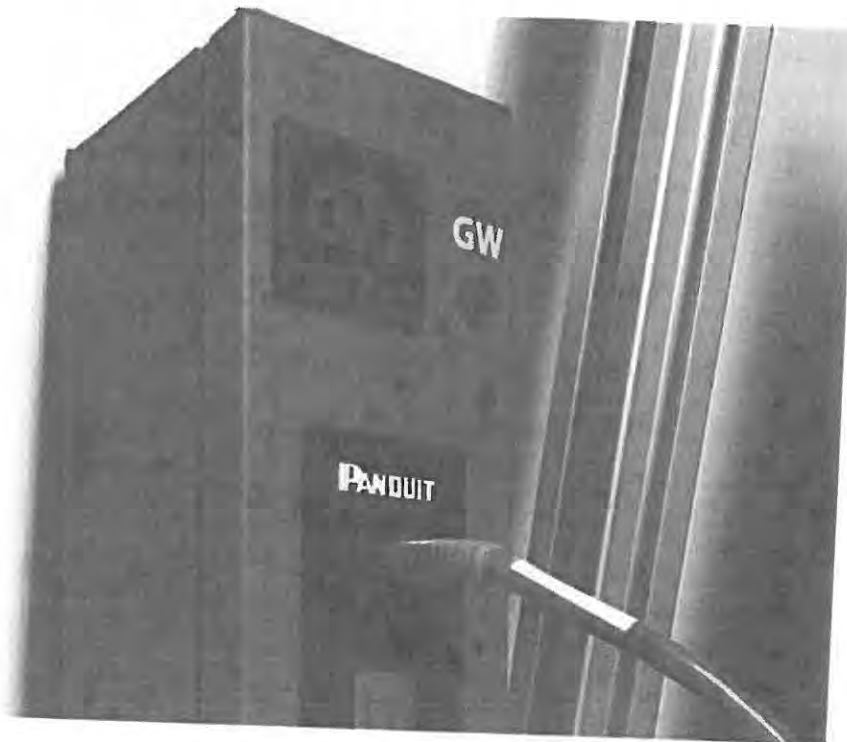
This should prevent any further "Lost Comms" alerts from the disabled ports.

2. Physical connection between IPI Appliance and PDU is defective

If there is a problem with the physical connection between the IPI PDU port and the physical PDU, you are likely to see 'Lost Comms' alerts from the IPI Appliance.

If all unused ports have been disabled as described in *Resolution 1* above, then the next step is to check the physical connections.

- A. Firstly, check which port is generating the alert, by examining the SNMP trap and/or email notification details, this will detail which port is generating the alerts.
- B. At the IPI Appliance end, check that there is a patch cable connected to the PDU port that is generating the alert.
- C. If the IPI Appliance connection is present and is secure, now check the relevant patch cable is connected to the PDU monitoring port on the PDU itself.



- D. If the above connection looks good – check that the LCD panel on the PDU is lit and displaying values, if it is not, replace the patch cable between the PDU and the IPI Appliance.
- E. If replacing the cable does not resolve the issue, then there may be a more significant hardware issue, please report this to Panduit Technical Support at [systemsupport@panduit.com](mailto:systemsupport@panduit.com) who will advise regarding next steps.

## Sensors

### "Lost Comms"

There are two basic reasons why you may see "Lost Comms" messages from Sensor ports.

1. The Sensor port is enabled, but does not have a Sensor physically connected, in which case the port can be disabled.
2. The connection between the IPI Appliance Sensor port and the Sensor has become defective in some way.

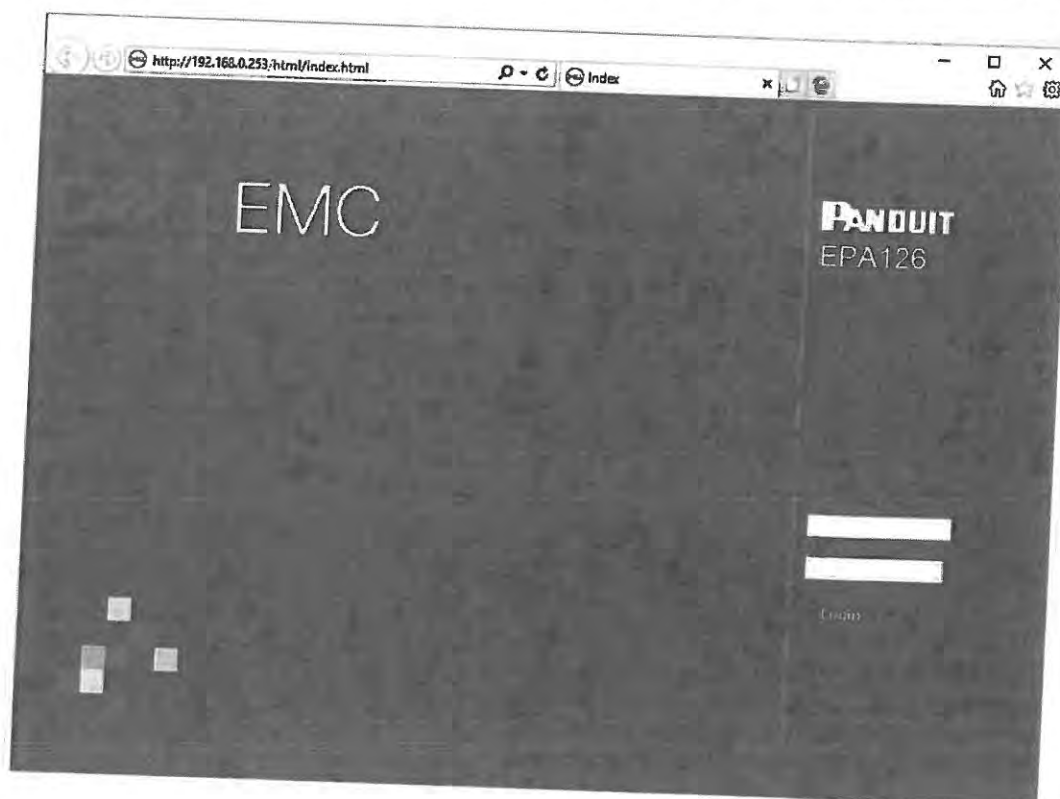
### Resolution

1. Sensor Port Enabled but Sensor not physically connected

In this situation, the unused Sensor ports may be enabled, but not physically connected to a Sensor.

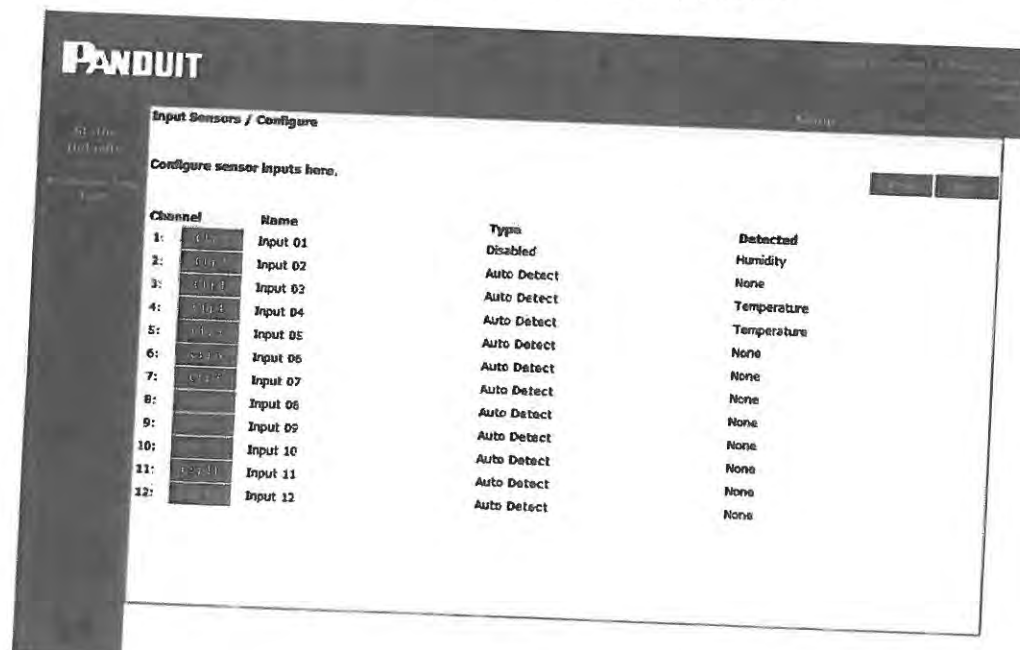
Example: a cabinet may contain 3 Temperature Sensors, but all 6 Sensor ports may be enabled in the IPI Appliance for Temperature Sensors, meaning that the 2 unconnected ports will generate 'Lost Comms' alerts.

- A. point your browser at the IP address for the IPI Appliance to get to the IPI Appliance login page as follows:



- B. Login with the relevant credentials

- C. Navigate to the Input Sensors>Configure screen as shown below:



- D. Then select the relevant CFG box next to the Sensor port which needs to be disabled.
- E. Selecting the port will take you to the Configuration Port screen. Set the Device Type field to Auto Detect.

This should prevent any further "Lost Comms" alerts from the Unused ports.

Traps not being received by Vision or another Management system

— Symptoms:

Vision not receiving events/alarms from IPI Appliance or health status lost



— Action:

- Check if IPI Appliance has any active events

- Check if the Enable flag has been turned off in Input Sensors -> Configure screen
- Check IPI Appliance SNMP Rec'rs tab and verify IP, Community strings, and Access
- Send a test alarm to the SNMP receiver

## Temperature sensor reporting an alarm

### Symptoms:

A red icon  or amber  icon or icon is missing for a sensor

### Action:

- Check thresholds setting for the specific sensor is in range of Dell EMC specs
- Ensure that sensor patch cord is connected properly
- Check if sensor is detected by IPI Appliance as temperature type
- Check if sensor name 'Channel' matches with sensor type
- Ensure sensor status is in Enabled state
- Switch the sensor to an empty port, 11 or 12 on IPI Appliance, and check if problem persists
- Sensor may have been damaged/malfunctioning, contact Panduit System Support

## Ping works but cannot get into web-interface

### Symptoms:

IPI Appliance can be ping'ed but cannot access web-interface

### Action:

- Usually a transitional state
- Soft reset the IPI Appliance via reset button on the IPI Appliance front or rear
- Wait for 1-1.5min for web interface to initialize
- Check firewall settings on the browser



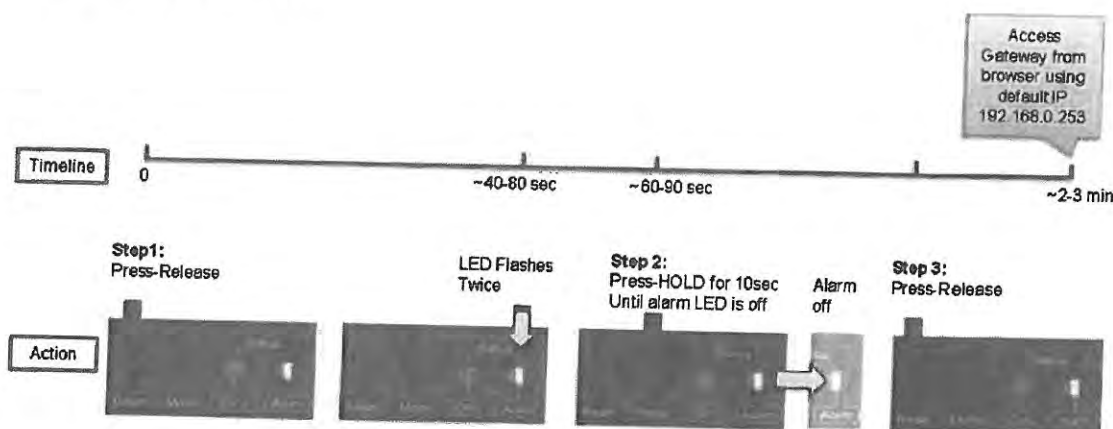
- If problem persists, contact Panduit System Support as a hard-reset may be required due to a firmware fault

## IPI Appliance Reset

### — IPI Appliance hard-reset

- If IPI Appliance is not responsive after a soft reset - As a last resort, a factory reset can be performed under supervision of Panduit System Support
- Dell EMC IPI configuration will be overwritten – Vision/Access
- No impact to power outlets – power supply to devices
- Need to Restore Dell EMC spec
- Recommended to be done w/ Panduit System Support

## Reset Gateway to Factory Defaults EPA126/EP042



Unified Physical Infrastructure



building a smarter, unified business foundation  
Connect. Manage. Automate. **PANDUIT®**

IP Address	192.168.0.253
Subnet Mask	255.255.255.0
Default Gateway	192.168.0.1
Web Management Address	http://192.168.0.253/
Default username	admin
Default password	admin

## Cannot ping the IPI Appliance

### – Symptoms:

Cannot ping the IPI Appliance or Vision cannot contact/reach IPI Appliance

### – Action:

- Check speed and link LED on IPI Appliance front interface are on (speed should be solid and link LED may be blinking)
- Make sure network connection to IPI Appliance is good/stable - IPI Appliance to switch
- Confirm if switch port supports 10/100 speed
- Ensure that your computer has access to network segment of the IPI Appliance IP segment

## IPI Appliance displaying an alarm – Red Alarm LED on

### – Symptoms:

IPI Appliance show a red alarm LED in front and rear of the IPI Appliance

### – Action:

- This is an indication of a sensor showing value exceeding the set threshold limit
- Log into the IPI Appliance and check the Input Sensor screen for 'Value' vs the 'Limits' fields
- Based on the threshold violation, Dell EMC may have a policy in place for recommended action for e.g. what action to recommend to client if temp is

showing more than 95F at 'RD M Temp' sensor. The recommendation could be to lower the set point of the CRAC/CRAH or adjust air dampeners etc.

### IPI Appliance unit has been reset?

– Symptoms:

IPI Appliance seems not working per spec or configuration don't match default

– Action:

- Check the events log to see if all events have been wiped out
- Check the IPI Appliance Dell EMC defaults are set for e.g. System Name value and sensor names etc

### Connectivity between IPI Appliance and PDU lost

– Symptoms:

Vision not reporting power readings or power alarms reported on IPI Appliance

– Action:

- Check if the connection between IPI Appliance and PDU via a RJ45 patch cords has been disconnected
- Check if the display panel driven by low-voltage supply from IPI Appliance, is enabled on the PDU
- NOTE: The IPI Appliance disconnection to the PDU does not affect the power supply to PDU outlets. It only affects monitoring and control of power outlets

### How to audit IPI Appliance activities and changes

– Symptoms:

A change is made to IPI Appliance or access to VBlock cabinet

– Action:

- Log into the IPI Appliance click on the 'Events' link in the Setup screen
- Review the events and timestamp to determine change or access logs

Power A and/or B Feed on IPI Appliance are disconnected/powered down

– Symptoms:

IPI Appliance lost power or is on single power feed

– Action:

- IPI Appliance has A & B power feeds and both must be disconnected to lose power on the IPI Appliance
- If either feed A or B are disconnected, IPI Appliance power should not be disrupted
- If both feeds are disconnected and reconnected, the result would be similar to a soft reset
- Data loss will be for the duration of IPI Appliance downtime and no aggregation will take place - all setup configuration will be retained

Power goes down in VBlock, how to get access inside the cabinet

– Symptoms:

VBlock power offline or no power to IPI Appliance – Door lock LEDs are off

– Action:

- Access control on VBlock is via HID reader cards and power door handles - without power they cannot operate
- Clients would have to get access to physical key to the front/rear door and access the cabinet
- Policies for Access control via Door Key (physical key access) would need to be communicated to client

Panduit Technical Support for Dell EMC IPI Appliance

- Severity 1 & 2 Issues call - 24x7:

– Americas: +1-866-721-5302

– EMEA: +44-1291-674661

- Severity 3 & 4 Issues email - normal business hours:
  - Global: [systemsupport@panduit.com](mailto:systemsupport@panduit.com)

Information to provide when opening an incident with Panduit Support:

- Client Name/Location
- Dell EMC Incident or Issue Number (if you have one for reference)
- Short Description
- Any steps taken so far to address the issue
- S/w, F/w Version; P/N's if known
- Screenshots/Videos on how to replicate if possible
- Return Contact info





## **APPENDIX D – PANDUIT IP USER MANUAL**

ViON provides documentation of our Panduit IP User Manual in response to Section 4.2.1.1.8 on the following pages.



# **Dell EMC IPI Appliance**

## **User Manual**

**U-ZAEI-y**

**Release 1.0  
Issue 5**

IPI Appliance EPA126 User Manual

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## Introduction

The Intelligent Physical Infrastructure (IPI) Appliance EPA126 is a compact device used to monitor and control up to 6 PDUs and 12 multifunction inputs (temperature, humidity, voltage, and digital inputs).

The unit comprises both an SNMP interface and a secure web-based interface for monitoring and management. Some of the main features of the unit are:



- Secure web management and configuration interface.
- SNMP enabled.
- 12 monitoring channels.
- Monitoring of up to 6 PDUs.
- Optional LCD Status module.

## Remote Temperature and Humidity Sensing

The IPI Appliance EPA126 has the capability to monitor temperature and humidity and raise alarms or take action if a user-configured threshold is crossed.

## PDU Monitoring

The IPI Appliance EPA126, via intelligent PDUs, allows around-the-clock monitoring of the electrical power environment of the rack.

## Installation Requirements

- IPI Appliance EPA126 unit.
- IEC mains lead (supplied localized).
- Ethernet or Fast Ethernet network connection.
- Network-connected computer system to setup the IPI Appliance EPA126 Unit.

## Rack Mounting

This section covers the basic 19-inch rack-mounting of the IPI Appliance EPA126 unit.

## Equipment Required

You need to supply a number-1 and a number-2 Phillips screwdriver to rack-mount the IPI Appliance EPA126 unit.

## Before You Begin

When determining where to install the IPI Appliance EPA126 unit, please verify that these guidelines are met:

- Airflow around the IPI Appliance EPA126 is unrestricted.
- Clearance to the front and rear panels meet these conditions:
- Front-panel LEDs can be easily read.
- Access to ports is sufficient for unrestricted cabling.
- AC power cord from the power supply can reach the AC power outlet and the IPI Appliance EPA126.
- The 10/100 network cabling does not exceed 100 meters from the IPI Appliance EPA126 to the Network switch.
- Temperature around the IPI Appliance EPA126 does not exceed 40° C.
- Humidity around the IPI Appliance EPA126 does not exceed 90%.

## Installation Warning Statements

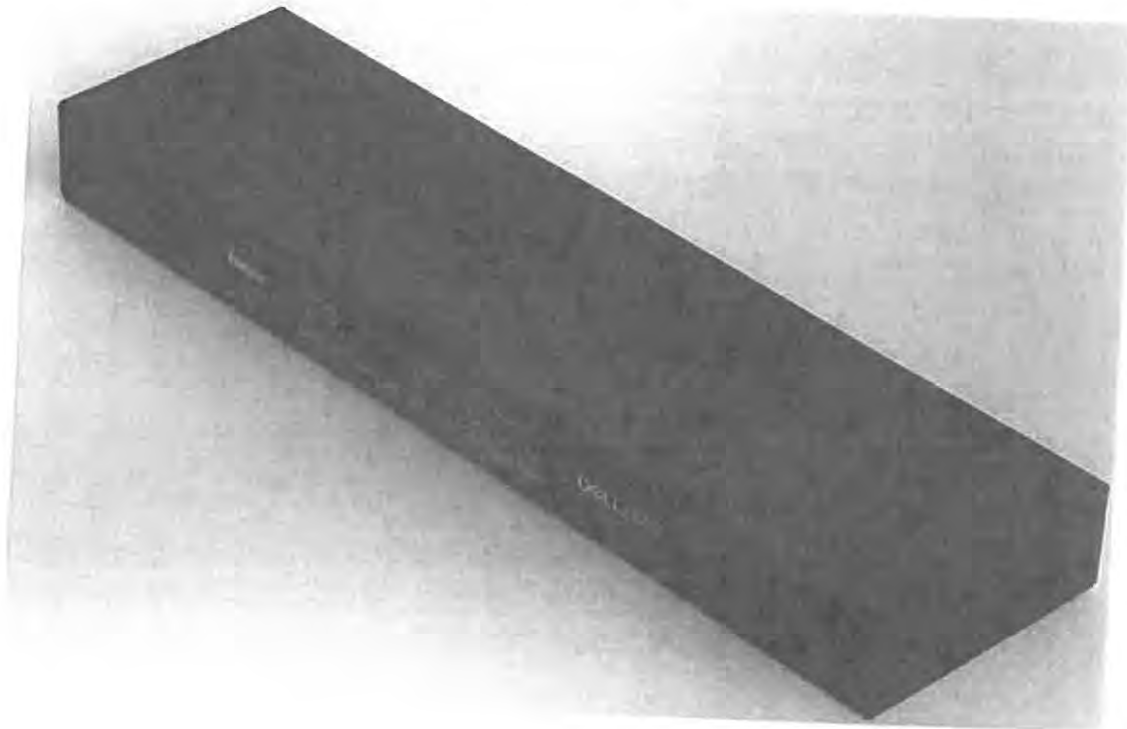
**Note:** Only trained and qualified personnel should be allowed to install, replace or service this equipment

## The IPI Appliance EPA126 Package

The standard IPI Appliance EPA126 package contains supporting hardware, including a localized mains lead.

### Front of IPI Appliance EPA126

The following image shows the front panel of the IPI Appliance EPA126 unit:



### LEDs

LEDs can be found on the front of the unit. Their purpose is described below.

#### Network

- **Link (green):** Embedded in RJ45 Ethernet connection. Illuminates when an Ethernet link is established. Flashes with network activity.
- **Speed(amber):** Illuminates when 100mbps connection is used.



## Status

- **CPU:** Indicates system activity.
- **Alarm:** Indicates any alarm condition.

## Power

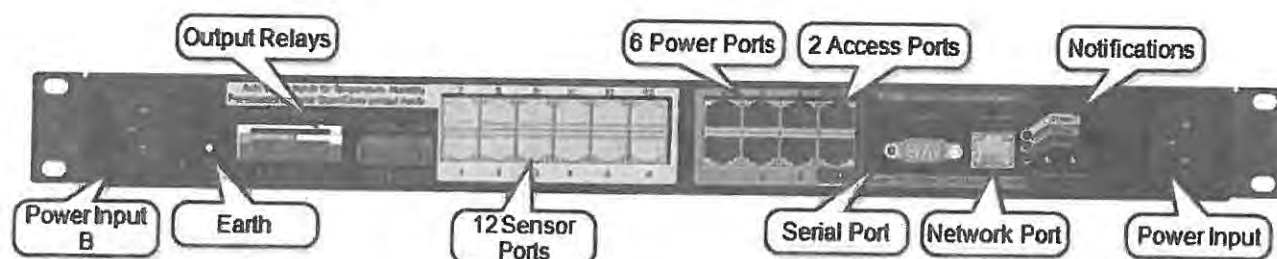
- **On:** Illuminates when unit is powered.
- **Feed B (amber):** Illuminates when mains power is present to input Feed B.
- **Feed A (amber):** Illuminates when mains power is present to input Feed A.

## Buttons

There are two buttons on the rear of the unit:

- **Reset:** Allows the user to reboot the unit.
- **Mode:** The mode select switch is used to reset the unit to factory defaults. See the section for details.

## Back of IPI Appliance EPA126



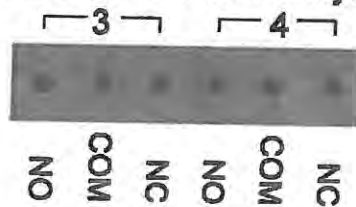
- **Power Input B:** Redundant mains or -48v DC voltage power feed.
- **Earth:** Grounding stud.
- **Output Relays:** Connect up to four output devices (such as Front and Back Electronic Swing Handles, and more).
- **Sensor Ports 1 through 12:** Connect up to 12 sensors (such as Temperature, Humidity, Water, Door Contacts, and more).

- **PDU Ports 1 through 6:** Connect up to six power devices (such as Appliance-Enabled Rack PDUs, Inline Meters, and Clamp Meters).
- **Access Ports:** Connect up to two access and control devices (such as Keypads or HID Card Readers).
- **Serial Port:** Attach optional devices (such as LCD Status Monitor Unit).
- **Network Port:** An RJ-45 port to connect Appliance to LAN/Network.
- **Notifications:** Reset/Mode/Power/Status/Alarm notifications duplicated from the Front Panel.
- **Power Input A:** Mains or -48v DC voltage.

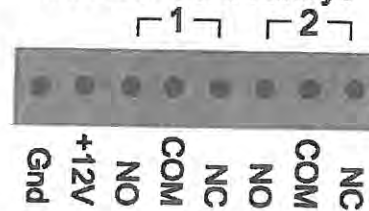
## Output Relays

Use the Output Relays to connect up to four output devices (such as Front and Back Electronic Swing Handles, and more). The following diagram shows the output relays of the IPI Appliance EPA126 unit:

50VAC/DC Max. Relays



50VDC Max. Relays



# Initial Setup

## Default Settings

The VCE IPI Appliance in factory default condition has the following network configuration. Advanced users may wish to make use of these settings to access the Appliance unit's Web Management Interface immediately and proceed with configuration.

Users who do not know how to do this should proceed through this section for information on how to configure the Appliance unit.

IP Address	192.168.0.253
Subnet Mask	255.255.255.0
Default Gateway	192.168.0.1
Web Management Address	http://192.168.0.253/
Default username	admin
Default password	admin

**Note:** Password entries are case-sensitive.

## Connecting to the Web Management Interface

The VCE IPI Appliance monitoring solution can be configured entirely using the built-in Web Management Interface.

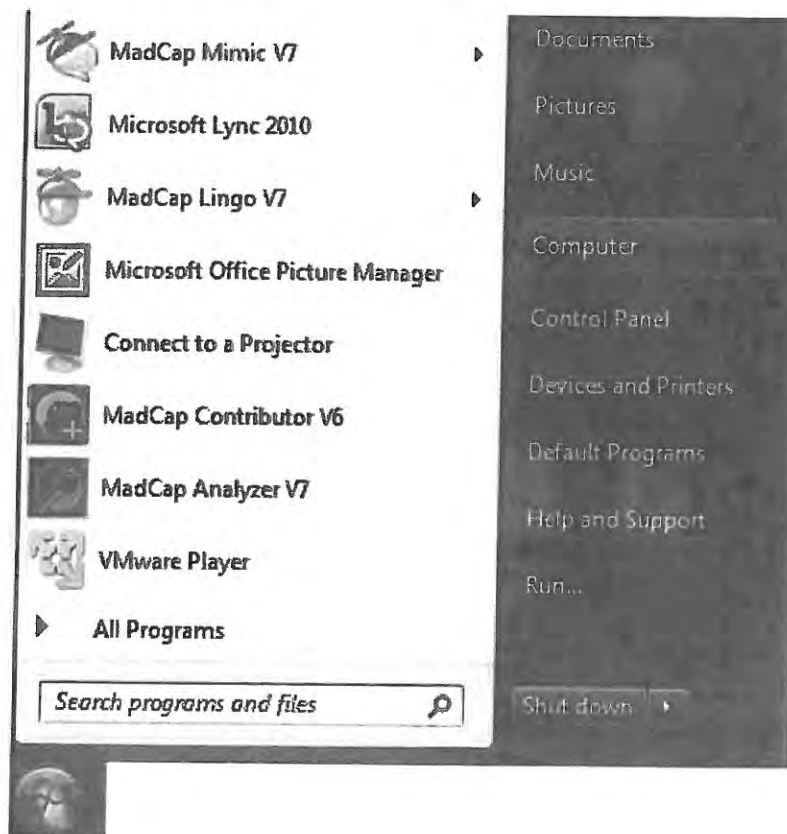
You may need to change the IP address of the PC to connect to the Web Management Interface for the first time. The following section details how to change the IP address and connect to the Web Management Interface.

## Changing your PC's IP Address

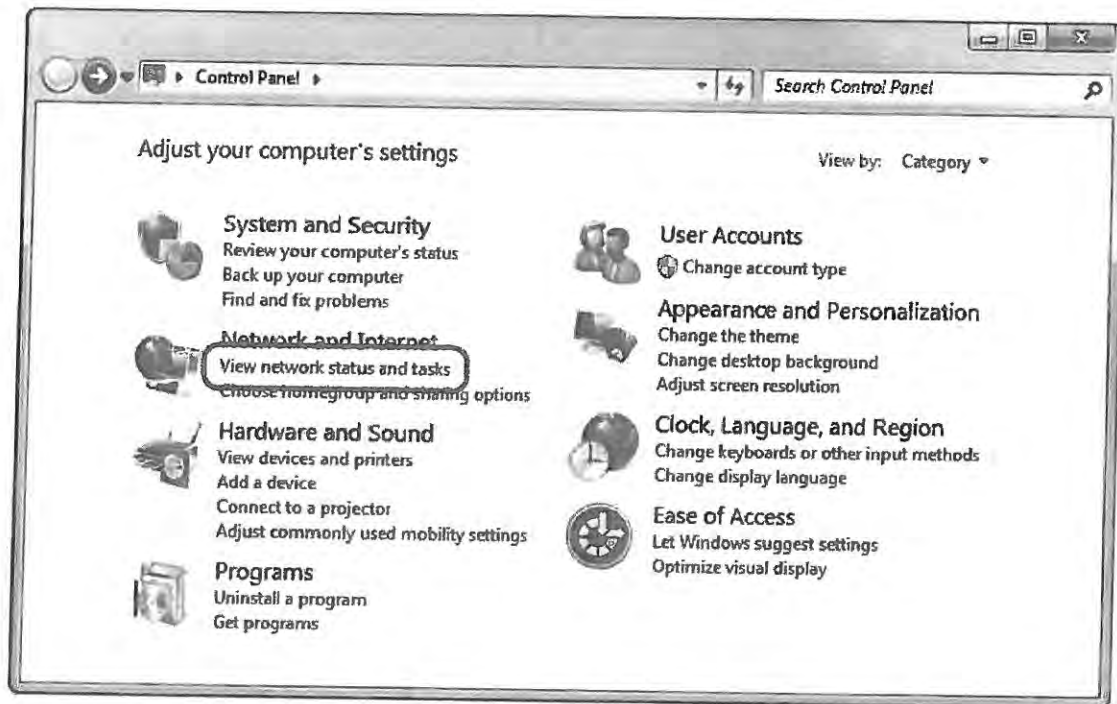
**Note:** Instructions refer specifically to Windows 7. Please refer to your operating system documentation if you are not using Windows 7.

1. Click the Windows button and select Control Panel.

2. In the Control Panel window, select **View network status and tasks** under the Network and Internet heading.

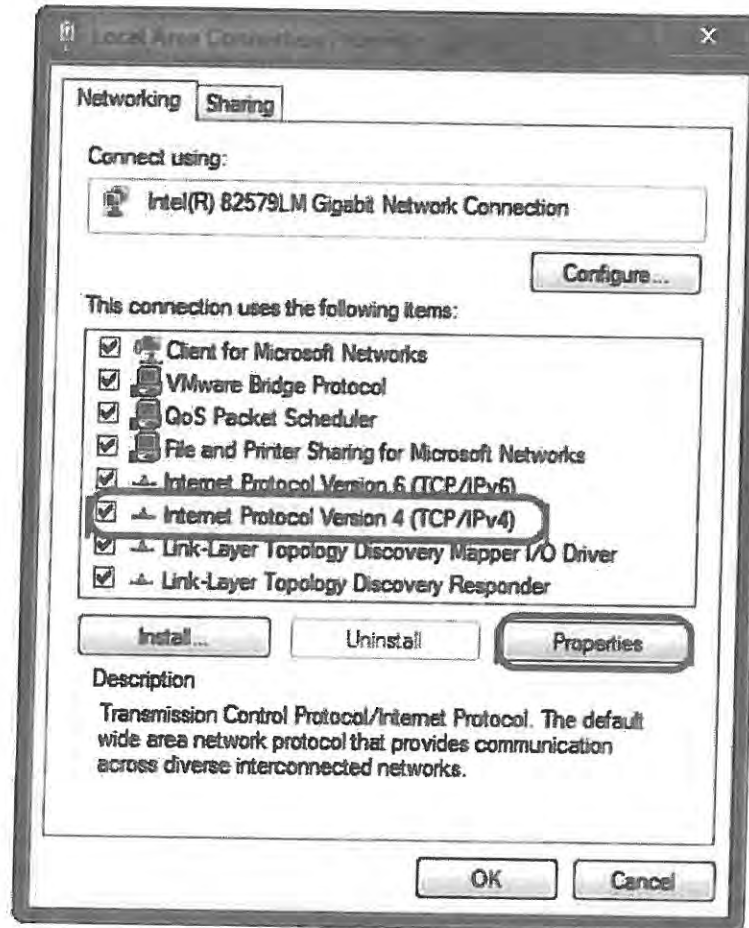


3. Select **Change adapter settings** from the menu on the left.

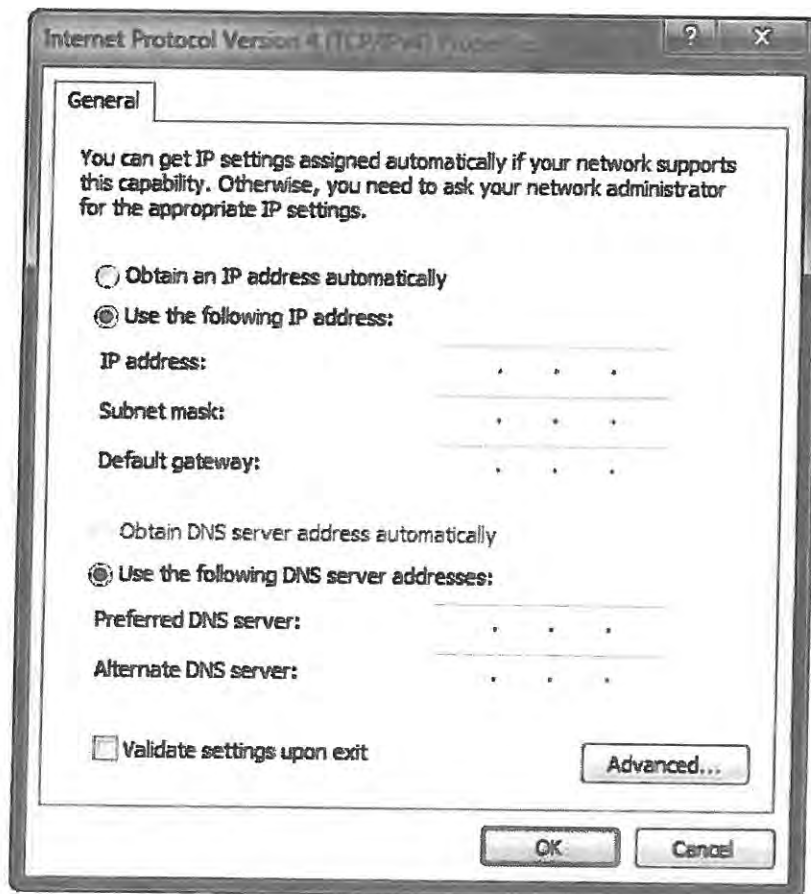


4. **Select Local Area Connection.**
5. **Select Internet Protocol (TCP/IP) Version 4** (you may need to scroll down). Then click the **Properties** button.





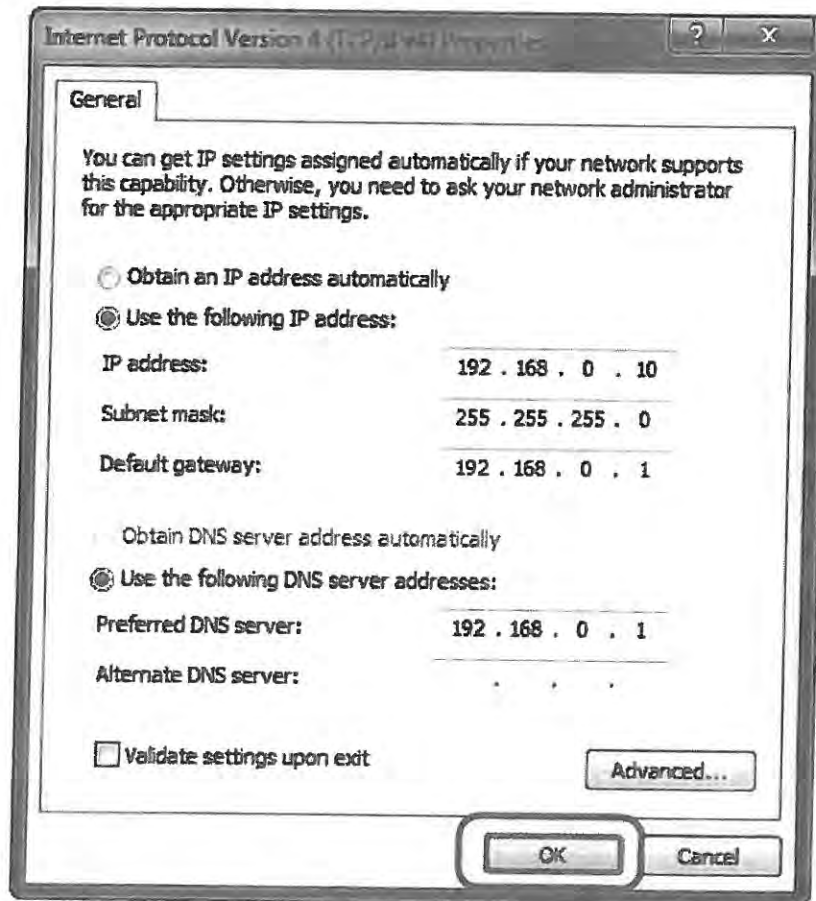
6. Select the Use the following IP address radio button. The Use the following DNS server addresses radio button then selects automatically.



Enter the following details into the appropriate boxes.

- **IP address:** 192.168.0.10
- **Subnet mask:** 255.255.255.0
- **Default Gateway:** 192.168.0.1
- **Preferred DNS server:** 192.168.0.1

7. Click OK to accept the entries.



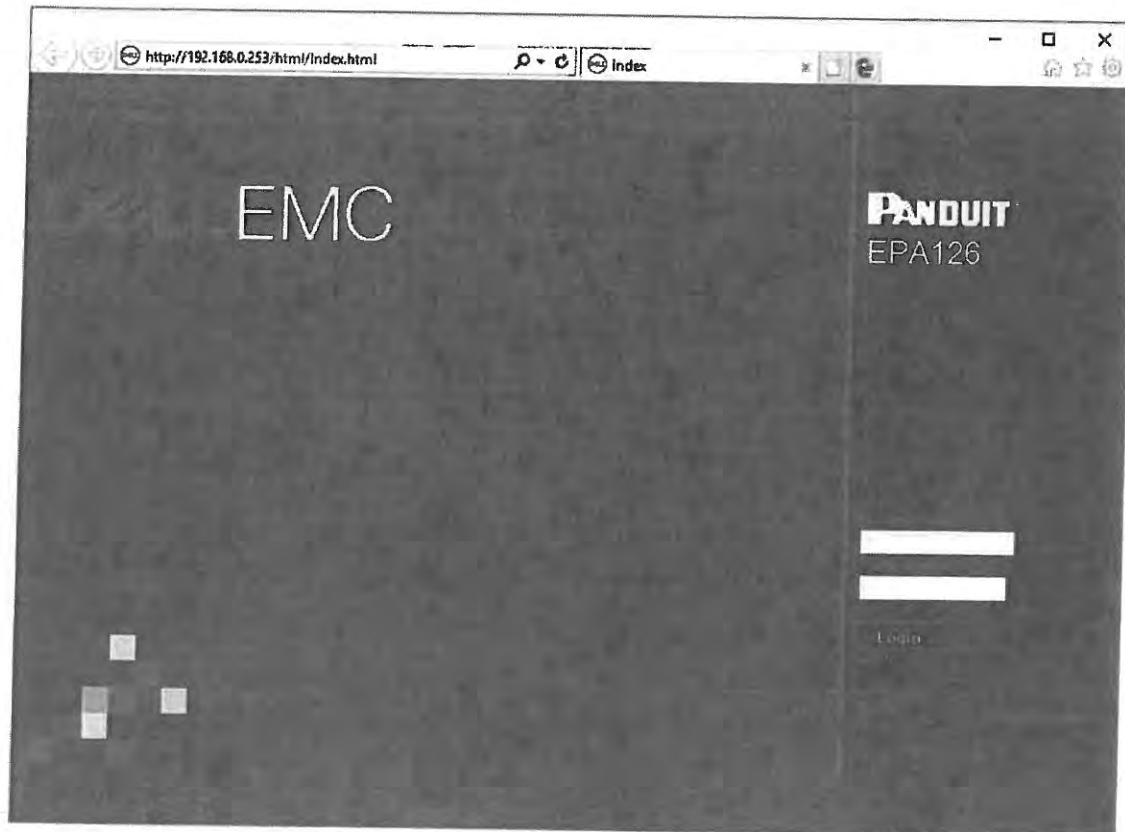
8. On the Local Area Connection Properties, click OK to return to the desktop.

## Connecting to the IPI Appliance EPA126 Web Management Interface

1. Connect the IPI Appliance EPA126's network connection directly to a PC's Ethernet network card using a patch cable.

**Note:** A crossover cable must be used when directly connecting the unit to a PC's network card.

2. Power the unit.
3. Open a web browser.
4. Enter the following in the address field: `http://192.168.0.253`.
5. The Web Management Interface loads.



6. Click login and enter the username and password. The unit defaults are:

- **Login:** admin
- **Password:** admin

**Note:** Password entries are case sensitive.

## Initial Network Setup

This section provides details on preparing the unit for network access and allowing Simple Network Management Protocol (SNMP) network management.

Connection to the Web Management Interface is required.

### Entering NMS Details

1. Click the **Setup** tab on the top menu bar, and then select the **SNMP NMS** link on the left menu bar.

EMC

Setup / SNMP (Network Management Stations)

SNMP access credentials are configured here. The device supports both SNMPv2c access (using Community Strings) and SNMPv3 access (using USM Users).

Select the SNMP version you wish to configure: **SNMPv2c**

Community string and access permissions are specified here for the Network Management Stations. Read Only access permits an NMS using the specified community string to use only GET commands. Read / Write access permits an NMS using the specified community string to use both GET and SET commands.

Note: To disable SNMPv2 clear all community strings.

	Community String:	NMS Access:
NMS 1	public	Read Only
NMS 2	private	Read / Write
NMS 3		Read Only
NMS 4		Read Only
NMS 5		Read Only

PANQUIT

2. Enter the IP address, chosen community string, and required Network Management Station (NMS) access permissions of the NMSs to be used.
3. Click **Save** to confirm the changes.
4. To disable an NMS, select the **Disabled** option from the **NMS Access** drop-down list.

## Entering Trap Receiver Details

1. Click the **Setup** tab on the top menu bar.
2. Select the **SNMP Rec's** link on the left menu bar.



**EMC**

Setup / SNMP (Receivers)

SNMP Trap Receivers are configured here.  
Any machine which will be required to receive SNMP traps sent from this unit must be entered here.

Notes:  
Authentication failure traps, when enabled, are generated if an attempt is made to access the unit with an invalid community string.  
v3 Traps are sent in a snmpv2-trap format contained within a SNMPv3 message. Authentication or Encryption is not supported.  
All Traps are generated to port 162.

	Receiver IP Address:	Receive Traps:	Trap Version:
Receiver 1	<input type="text"/>	Disabled	v1
Receiver 2	<input type="text"/>	Disabled	v1
Receiver 3	<input type="text"/>	Disabled	v1
Receiver 4	<input type="text"/>	Disabled	v1
Receiver 5	<input type="text"/>	Disabled	v1
Receiver 6	<input type="text"/>	Disabled	v1
Receiver 7	<input type="text"/>	Disabled	v1
Receiver 8	<input type="text"/>	Disabled	v1
Receiver 9	<input type="text"/>	Disabled	v1
Receiver 10	<input type="text"/>	Disabled	v1

**PANDUIT**

Cancel Save

3. Enter the IP address.
4. Enter the chosen community string
5. Choose whether to enable traps, disable traps, or enable traps including authorization failures (meaning the unit will issue traps if an unauthorized IP address attempts to access the unit's SNMP functions) for each receiver.
6. Click **Save** to confirm the changes.

## Adding Users

1. Click the **Setup** tab on the top menu bar.
2. Select the **Users** link on the left menu bar.

EMC

Setup / Users

Administrator: Configuration settings can be viewed and modified.  
Controller and Viewer: Configuration settings can only be viewed.

	Username:	Password:	Level:
User 1	admin		Administrator ▼
User 2			Administrator ▼
User 3			Administrator ▼
User 4			Administrator ▼
User 5			Administrator ▼
User 6			Administrator ▼
User 7			Administrator ▼
User 8			Administrator ▼
User 9			Administrator ▼
User 10			Administrator ▼
User 11			Administrator ▼
User 12			Administrator ▼
User 13			Administrator ▼
User 14			Administrator ▼
User 15			Administrator ▼
User 16			Administrator ▼
User 17			Administrator ▼
User 18			Administrator ▼
User 19			Administrator ▼
User 20			Administrator ▼

Save

3. You can set usernames, passwords, and access levels here. Unique usernames can be set for individuals who require web management access to the Appliance unit.
4. Click **Save** to confirm the changes.

## Changing the Unit IP Address

1. Click the **Setup** tab on the top menu bar.
2. Select the **IP Config** link on the left menu bar.

The screenshot shows a web browser window with the URL `http://192.168.0.253/html/Start.html`. The page title is "EMC". The main content area is titled "Setup / IP Configuration". Below the title, there is a paragraph: "Network settings for this unit are set here. This will be the IP address that is used to access the web management interface and by a Network Management Station." The form contains several fields and options:

- System Name:**
- System Location:**
- Contact Name:**
- IP Stack Selection:**
- Config. Protocol:**
- IP Address:**
- Subnet Mask:**
- Gateway:**
- DNS Servers Enabled:**
- DNS Server 1 - IP Address:**
- DNS Server 2 - IP Address:**
- Upgrade Port [69]:**
- Include in Trap:** ☐

At the bottom left, there is a "PANDUIT" logo. At the bottom right, there is a "Save" button.

3. Enter the IP Address, Subnet Mask, and the Appliance address that the IPI Appliance unit will use (required). Contact your network administrator if you do not know the values that you must enter here.
4. Select the Config. Protocol (Static, DHCP, or BootP).
5. Enter the SNMP System Name, System Location, and Contact Name if required. These fields will be added to all SNMP traps generated by the unit.
6. Click Save to confirm the changes.
7. Click Restart, and then select Restart Now to reboot the unit and implement the changes.

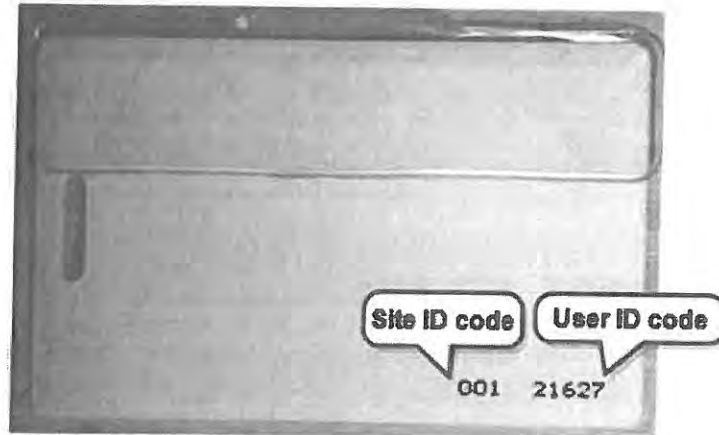
**Note:** Once the IP configuration has changed, the unit will no longer be accessible via the default IP address, because the new address will be operational.

The unit should now be connected to the main network and any further required configuration will be done via the unit's new IP address.

## HID Reader

The IPI Appliance EPA126 include Smart Card readers that support HID 26 bit cards and HID Corporate 1000 cards.

### HID 26 Bit Cards



For 26 Bit cards, the IPI Appliance EPA126 interface must be programmed for nine digits.

Access Control / Configure

ACU	Type	Name	Door Latch	Return to Standby	ACU in Use Trap Alarm Level
1: ACU1	Disabled	ACU 1	10	0	Disabled
2: ACU2	Disabled	ACU 2	10	0	Disabled

Access Code Length: 5

Hide PIN Code: ☐

In-Use Trap Text: in use

Remote Authentication Server:

Enable: ☐

IP Address: 0.0.0.0

Port No.: 0

Panduit

These nine digits consist of the following:

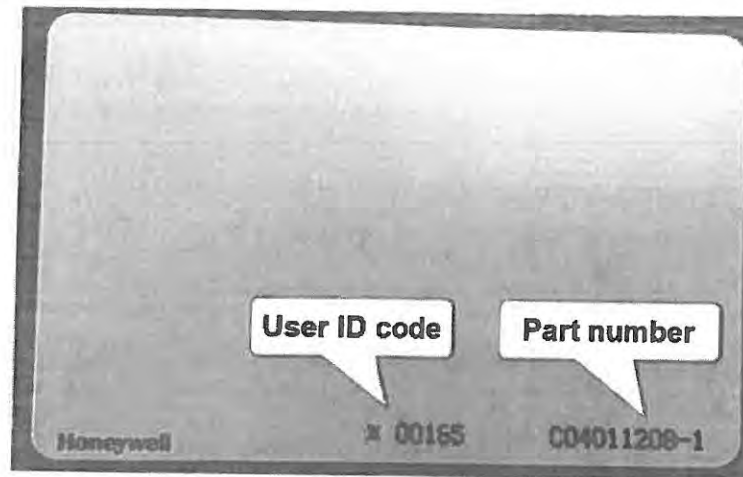
- 3-digit site code
- 1 hyphen
- 5-digit User ID code

Example: 001-21627

**Note:** The hyphen character must be input (it is included in the length).



## HID Corporate 1000 Cards



Corporate Site IDs are not normally printed on HID Corporate 1000 cards. This is confidential to each organization. You will need to ask the security office of the organization or supply company for the Site ID code, which is a four-digit number. For 34 Bit Corporate 1000 cards, the Appliance interface must be programmed for 12 digits.

EMC

Assigned IP: 192.168.0.253 / http://192.168.0.253/Start.html

Setup Input Sensors Outputs Access Control Power

**Access Control / Configure**

ACU	Type	Name	Timeouts (Secs)		ACU In Use Trap Alarm Level
			Door Latch	Return to Standby	
1: ACU1	Disabled	ACU 1	10	0	Disabled
2: ACU2	Disabled	ACU 2	10	0	Disabled

Access Code Length: 5

Hide PIN Code: ☐

In-Use Trap Text: In use

Remote Authentication Server:

Enable: ☐

IP Address: 0.0.0.0

Port No.: 0

Save & Test This Connectivity

PANUIT

These 12 digits consist of the following:

- 4-digit site code
- 1 hyphen
- 7-digit User ID code

Example: 001-21627

**Note:** The hyphen character must be input (it is included in the length).

If the user ID code does not have seven digits, then the ID number must be padded out with leading zeros. Thus an ID code of "00165" becomes: "0000165".

Example for a card with a 2033 Site ID: 2033-0000165

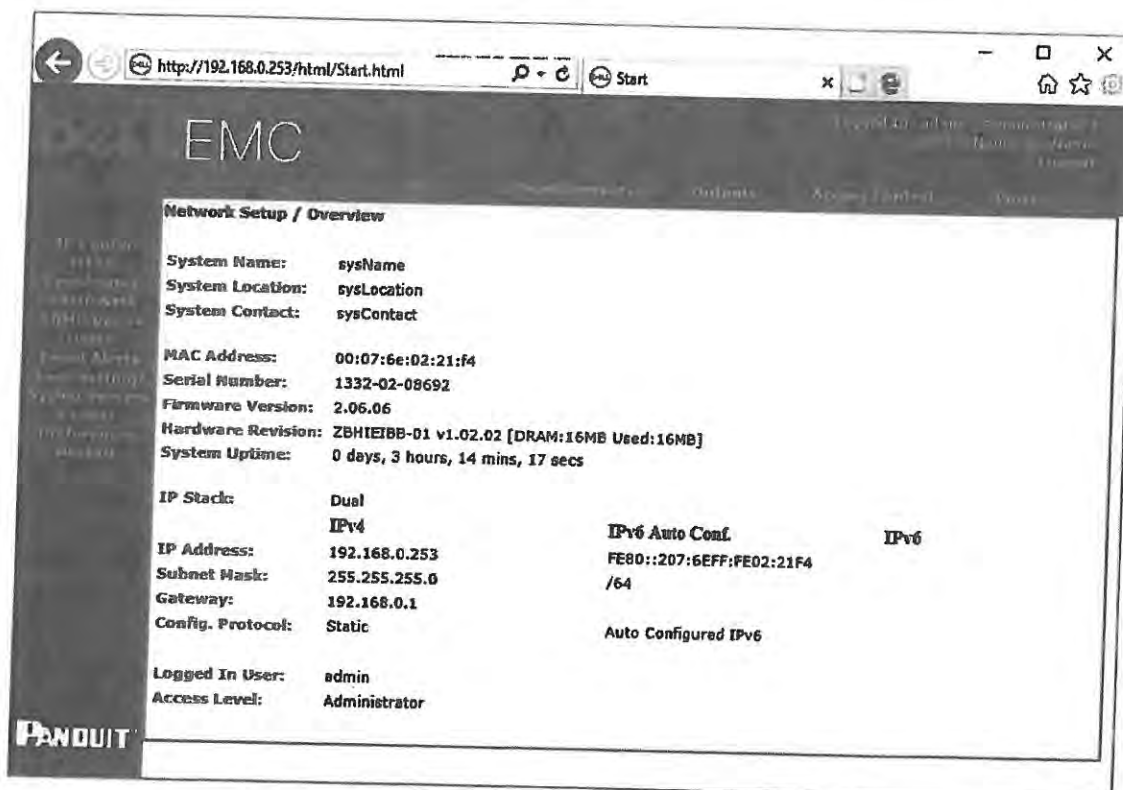
## Web Management Interface

The IPI Appliance EPA126 has a built-in Web Management Interface that can be accessed securely. The interface permits complete configuration and monitoring of the unit.

Windows where changes can be made have a **Save** button in the lower right-hand area. Click **Save** to activate and save any changes made.

## Network Setup - Overview

The Overview page is the first page displayed and provides the user with an overview of the unit's current status.



System name, MAC address, serial number, firmware version, and other system details can be found here.

## Setup - IP Configuration

The IP Config page allows you to set the IPI Appliance unit's own management IP address.

EMC

### Setup / IP Configuration

Network settings for this unit are set here. This will be the IP address that is used to access the web management interface and by a Network Management Station.

System Name:  ☐ Include in Trap

System Location:  ☐

Contact Name:  ☐

IP Stack Selection:

Config. Protocol:

IP Address:

Subnet Mask:

Gateway:

If Domain Names are to be used, either here or on other forms, then the IP address of at least one Domain Name Server is required.

DNS Servers Enabled:

DNS Server 1 - IP Address:

DNS Server 2 - IP Address:

Upgrade Port [69]:

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### System Name

You can specify the system name here. This is normally the Fully Qualified Domain Name (FQDN) of the device, but this is not enforced.

You can retrieve the value specified here by querying the sysName node via SNMP. This allows SNMP management platforms to obtain unique names for units where specified. This value has no effect on network communications, and the unit will function correctly with or without a value.

## System Location

You can specify the system location here.

You can retrieve the value specified here by querying the 'sysLocation' node via SNMP. This allows SNMP management platforms to obtain location names for units where specified. This value has no effect on network communications, and the unit will function correctly with or without a value.

## Contact Name

You can retrieve the unit support contact name by querying the 'sysContact' node via SNMP. This value has no effect on network communications and the unit will function correctly with or without a value.

## IP Address

You can enter a standard IP address here. The address is entered in decimal format (for example: 192.168.0.44 or 22.10.45.33). The address entered here will be the address by which the Appliance unit is accessed and managed.

## Subnet Mask

The subnet mask is used to determine what part of the IP address is the network portion and what part is the host portion.

It is often 255.255.0.0 or 255.255.255.0. The correct setting is essential for correct operation.

The subnet mask is entered in decimal format (for example: 255.255.255.0 or 255.255.224.0).

## Appliance

The Appliance setting specifies the IP address of the machine/router that the Appliance unit uses to communicate with different networks.

The Appliance address is entered in decimal format (for example: 192.168.0.1 or 11.2.24.103).

Most networks will have a Appliance. Correct setting is important for correct network communications.

## Config. Protocol

Select the configuration protocol. Choices include:



- Static
- DHCP
- BootP

**Note:** Once you enter the IP Configuration options and click **Save**, the changes take effect. If incorrect entries are made, this may result in loss of communication. If this happens, reset the unit's network configuration. Details of how to do this can be found in the Troubleshooting section.

## Setup - HTTP

Select the access method for the Web Management Interface here. Both HTTP and HTTPS access modes are available by default. Selecting the HTTPS radio button will allow only HTTPS configuration.

The screenshot shows a web browser window with the URL `http://192.168.0.253/html/Start.html`. The page is titled "EMC" and has a navigation bar with links: "Input Summary", "Outputs", "Access Control", and "Power". A left sidebar contains a tree view with items like "Overview", "IP Config", "Certificates", "SSH", "SSH Keys", "Users", "Front Access", "Front Settings", "System Services", "Security", "Performance", and "Help". The main content area is titled "Setup / HTTP" and contains the following configuration options:

- Access method for the web management interface is selected here.**  
HTTP and HTTPS - Accessible by either HTTP or HTTPS  
HTTPS Only - Accessible by HTTPS only, recommended for security
- HTTP Port:**
- HTTPS Port:**
- ☒ HTTP and HTTPS
- ☐ HTTPS Only
- HTTP Strict Transport Security (HSTS) [ Help ]**
  - ☒ HSTS: Disabled
  - ☐ HSTS: Enabled
  - HSTS Max Age (Seconds):**
  - ☒ HSTS: Do not Include SubDomains
  - ☐ HSTS: Include SubDomains
- HTTP Public Key Pinning (HPKP) [ Help ]**
  - ☒ HPKP: Disabled
  - ☐ HPKP: Enabled
  - Max Age (Seconds):**
  - Primary Hash (SHA256 - base64 encoded):**
  - Backup Hash (SHA256 - base64 encoded):**
  - ☒ HPKP: Do not Include SubDomains
  - ☐ HPKP: Include SubDomains

The "PANDUIT" logo is visible in the bottom left corner, and a "Save" button is in the bottom right corner.

Use of HTTPS is recommended for security, because the connections will be encrypted.

Additionally, you can specify the TCP port for connection to the Web Management Interface here. If you have specific requirements for default ports, these can be left at their default settings (for example, port 80 for HTTP and port 443 for HTTPS).

**Note:** Changing the selection to HTTP or HTTPS requires a reboot for the selection to take effect.

## Setup - SNMP NMS

Specify the IP address, community string, and access permissions for up to five Network Management Stations here.

Any machine that needs to access the unit's SNMP functions must be entered here.

**Setup / SNMP (Network Management Stations)**

SNMP access credentials are configured here. The device supports both SNMPv2c access (using Community Strings) and SNMPv3 access (using USM Users).

Select the SNMP version you wish to configure: **SNMPv2c**

Community string and access permissions are specified here for the Network Management Stations. Read Only access permits an NMS using the specified community string to use only GET commands. Read / Write access permits an NMS using the specified community string to use both GET and SET commands.  
 Note: To disable SNMPv2 clear all community strings.

	Community String:	NMS Access:
NMS 1	public	Read Only
NMS 2	private	Read / Write
NMS 3		Read Only
NMS 4		Read Only
NMS 5		Read Only

**Save**

### NMS IP Address

Enter the IP address of the NMS machine here.

### Community String

Enter the required community string here. The default for many devices is public. It is recommended that the community string be changed, because it serves as an access password.

### NMS Access

Read-only access permits the NMS to use only GET commands. Read/Write access permits the NMS to use both GET and SET commands.

## Setup - SNMP Receivers

Specify the IP address, community string, and access permissions for up to 10 Network Management Stations here.

**Setup / SNMP (Receivers)**

SNMP Trap Receivers are configured here.  
Any machine which will be required to receive SNMP traps sent from this unit must be entered here.

**Notes:**  
Authentication failure traps, when enabled, are generated if an attempt is made to access the unit with an invalid community string.  
v3 Traps are sent in a snmpv2-trap format contained within a SNMPv3 message. Authentication or Encryption is not supported.  
All Traps are generated to port 162.

	Receiver IP Address:	Receive Traps:	Trap Version:
Receiver 1	<input type="text"/>	Disabled	v1
Receiver 2	<input type="text"/>	Disabled	v1
Receiver 3	<input type="text"/>	Disabled	v1
Receiver 4	<input type="text"/>	Disabled	v1
Receiver 5	<input type="text"/>	Disabled	v1
Receiver 6	<input type="text"/>	Disabled	v1
Receiver 7	<input type="text"/>	Disabled	v1
Receiver 8	<input type="text"/>	Disabled	v1
Receiver 9	<input type="text"/>	Disabled	v1
Receiver 10	<input type="text"/>	Disabled	v1

**PANDUIT** Test All Save

### Receiver IP Address

You must enter any machine that is required to receive SNMP traps sent from this unit. Usually any SNMP NMS entries should also be entered.

### Community String

The required community string must be entered here. The default for many devices is public. The community string should be changed, because it serves as an access password.

## Receive Traps

The **Receive Traps Enabled** setting allows the specified NMS to receive the unit's standard range of traps. **Receive Traps Enabled (incl Auth fails)** will cause the unit to issue traps if an unauthorized IP address attempts to access the unit's SNMP functions.

**Receive Traps Disabled** prevents traps from being sent to the specified NMS IP address.

## Setup - Modbus

To enable a Modbus communications protocol, specify the Modbus port number, and enable relays control.



## Setup - Users

You can add users with permission to access the Web Management Interface here. Access passwords are also specified along with users' access permissions.

EMC

Setup / Users

Administrator: Configuration settings can be viewed and modified.  
Controller and Viewer: Configuration settings can only be viewed.

	Username:	Password:	Level:
User 1	admin		Administrator ▼
User 2			Administrator ▼
User 3			Administrator ▼
User 4			Administrator ▼
User 5			Administrator ▼
User 6			Administrator ▼
User 7			Administrator ▼
User 8			Administrator ▼
User 9			Administrator ▼
User 10			Administrator ▼
User 11			Administrator ▼
User 12			Administrator ▼
User 13			Administrator ▼
User 14			Administrator ▼
User 15			Administrator ▼
User 16			Administrator ▼
User 17			Administrator ▼
User 18			Administrator ▼
User 19			Administrator ▼
User 20			Administrator ▼

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### Username

Enter the required username. This is the username that will be required to login to the Web Management Interface.

### Password

Enter access passwords on a per-user basis.

## Level

Three user levels are available for assignment.

- **Administrator** : Administrators have full control of IPI Appliance configuration settings.
- **Controller** : Controllers can view configuration settings.
- **Viewer** : Viewers can view configuration settings.

**Warning:** User 1 / admin is the master administrator. It is possible to remove administrator rights from the admin user. Doing this is not recommended as it may result in no one having administrator access. In this situation, a reset to factory defaults is the only solution. Details on how to do this can be found in the Troubleshooting section.

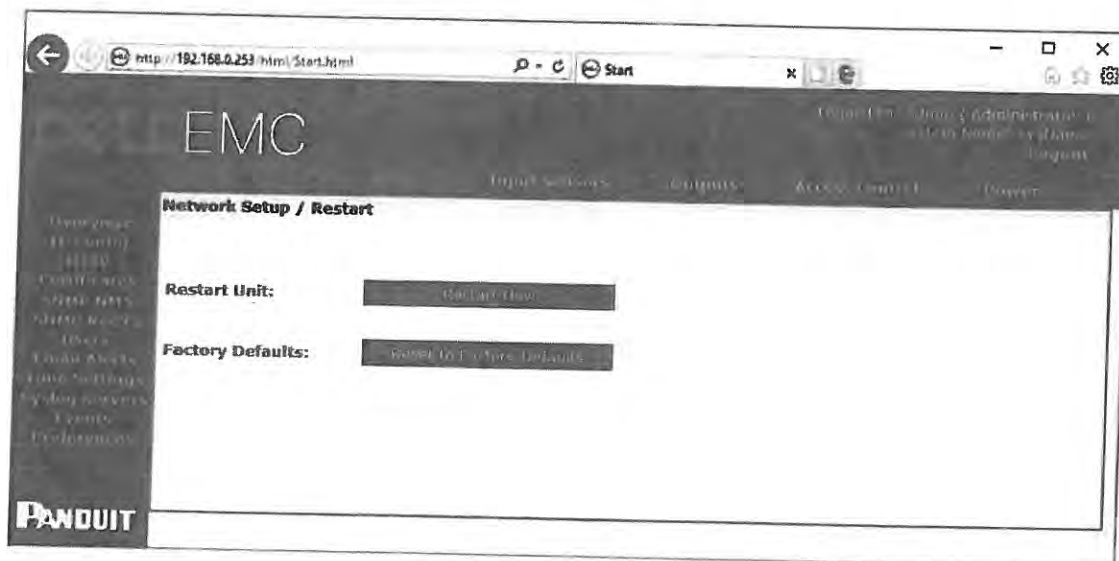
## Setup – Restart

A unit may be rebooted or reset to factory defaults here.

### Restart Unit

#### Restart Now

Selecting **Restart Now** commands the unit to reboot. Rebooting the unit will cause any outstanding configuration changes to take effect.



## Reset to Factory Defaults

See Troubleshooting for instructions on resetting the factory default settings for the unit.

## Setup - Email Alerts

On this page, you can edit email alert settings for traps. You may set up to 10 email receivers.

The screenshot shows a web browser window with the URL `http://192.168.0.253/html/Start.html`. The page title is "EMC". The left sidebar contains a navigation menu with items like "Home", "IP Config", "SMTP", "Certificates", "SMTP Relay", "SMTP Relay Log", "Email Alerts", "Email Alerts Log", "Email Alerts Test", "Email Alerts Help", "Email Alerts Support", "Email Alerts About", "Email Alerts Contact", "Email Alerts Feedback", "Email Alerts Privacy", "Email Alerts Terms", "Email Alerts Disclaimer", "Email Alerts Copyright", "Email Alerts License", "Email Alerts Trademark", "Email Alerts Patent", "Email Alerts Copyright", "Email Alerts License", "Email Alerts Trademark", "Email Alerts Patent". The main content area is titled "Setup / Email Alerts". It contains the following fields:

- SMTP Relay Server:** A text input field.
- From Address:** A text input field.
- Reply-To Address:** A text input field.
- Email Receivers:** A table with 10 rows. Each row has columns for "No.", "Destination Address", "Enabled", and "Repeat Timer".

The "Email Receivers" table is as follows:

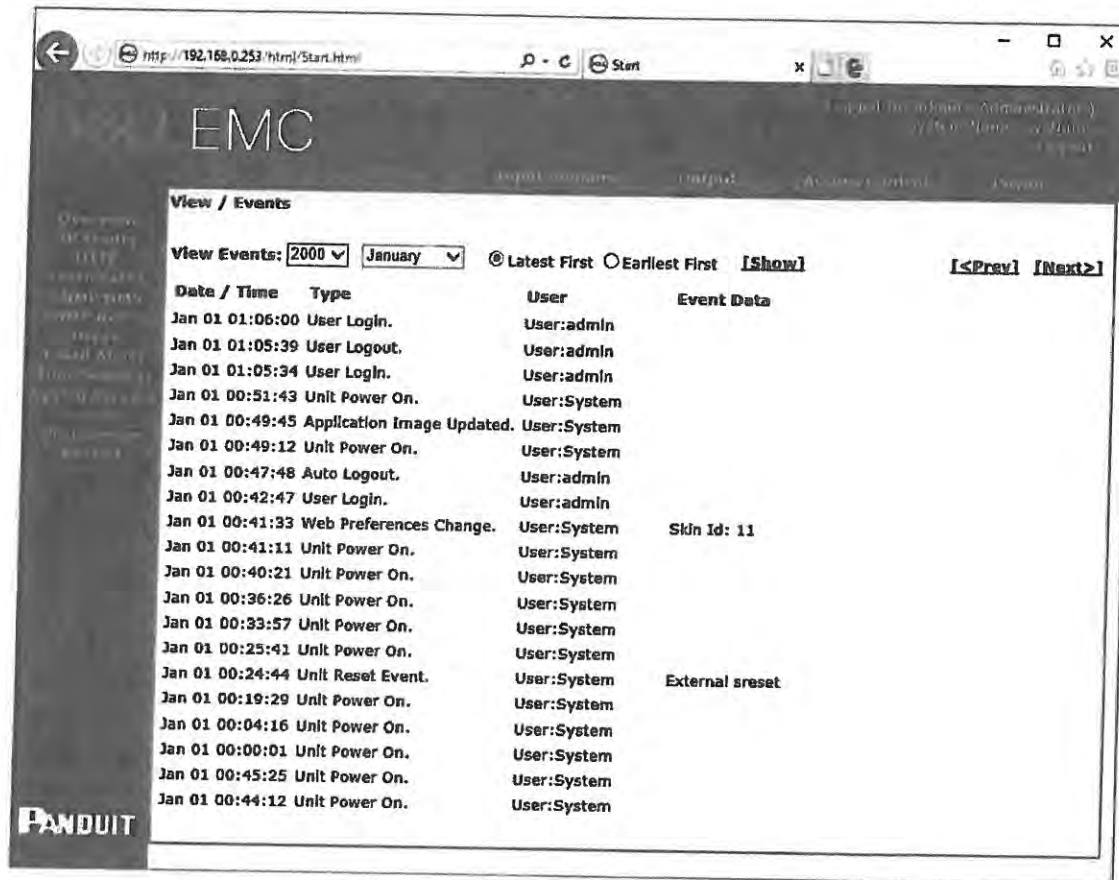
No.	Destination Address	Enabled	Repeat Timer
1		<input type="checkbox"/>	0 mins.
2		<input type="checkbox"/>	0 mins.
3		<input type="checkbox"/>	0 mins.
4		<input type="checkbox"/>	0 mins.
5		<input type="checkbox"/>	0 mins.
6		<input type="checkbox"/>	0 mins.
7		<input type="checkbox"/>	0 mins.
8		<input type="checkbox"/>	0 mins.
9		<input type="checkbox"/>	0 mins.
10		<input type="checkbox"/>	0 mins.

At the bottom right, there are "Print" and "Save" buttons. The PANQUIT logo is in the bottom left corner.

Email Alerts	
SMTP Relay Server	The IP Address of the SMTP Server
From Address	Address from which the alert emails are sent
Reply-To Address	Address to which the email receivers can reply
Destination Address	Address that will receive the email alerts
Enabled	Toggle the check box to enable or disable alerts to each address
Repeat Timer	Number of minutes after which the email alert will repeat

## Setup - Events

The Events page shows a history of events that have occurred, along with specific details about each event.



To specify a range of events to view, select the desired year and month from the drop-down menus, then click **Show**.

Date/Time, Type, User, and Event Data for each event are displayed.

Events can be ordered **Latest First** or **Earliest First** by clicking the corresponding radio button.

## Setup - Syslog Servers

This page allows you to view or edit information about the Syslog Servers currently being used.

EMC

Setup / Syslog Servers

Enabled: **Disabled** ▼

**Primary Syslog Server**

Display Name:

IP Address:

Port:

Log Event Types:

☐ System ☐ Network ☐ Input Config ☐ Logging

☐ Service ☐ Relay Config ☐ Access Control ☐ Power Strip

**Secondary Syslog Server**

Display Name:

IP Address:

Port:

Log Event Types:

☐ System ☐ Network ☐ Input Config ☐ Logging

☐ Service ☐ Relay Config ☐ Access Control ☐ Power Strip

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From the Enabled drop-down menu, you can choose which syslog servers are enabled. Fill in the following fields for each Syslog server.

Syslog Server Setup	
Display Name	The name of the Syslog server
IP Address	The IP address of the Syslog server
Port	The number of the port being used
Log Event Types	Click the check boxes to choose which events to log

## Setup - Time Settings

The Time Settings page allows you to view or edit the current date and time.



The screenshot shows a web browser window with the URL `http://192.168.0.253/html/Start.html`. The page title is "EMC" and the breadcrumb is "Setup / Time Settings". The interface includes a left sidebar with navigation links like "Home", "Configuration", "System", "Tools", "Alerts", "System", "Users", "Groups", "Roles", "Permissions", "Reports", "Help". The main content area contains the following settings:

- Date:** 1 January 2006
- Local Time:** 01 : 13 : 36 ☐ Update time
- Time Adjustments:**
  - Timezone:** (GMT) Dublin, Lisbon, London
  - Daylight Saving:** ☐ Enabled
    - Start the 4th Sunday in March
    - Stop the 4th Sunday in October
  - Date Format:** dd/mm/yyyy
- SNTP Servers:**
  - Primary Server:** 0.0.0.0 ☐ Enabled
  - Secondary Server:** 0.0.0.0 ☐ Enabled
  - NTP Update Freq.:** 1 Hours

The Panduit logo is visible in the bottom left corner of the interface.

Select the correct day, month, and year from the drop-down menus, and verify the local time. If you want to change the time, you must check the Update time check box.

## Time Adjustments

Select the correct time zone from the drop-down menu.

- **Daylight Saving** can be enabled or disabled by clicking the check box. If Daylight Saving is enabled, select start/stop dates from the subsequent drop-down menus.
- **Date Format** allows the administrator to choose whether the date is displayed with the day or month first. For example, the date August 20, 2013 can be displayed in one of two ways:

20/08/2013 (DD / MM / YYYY)

or

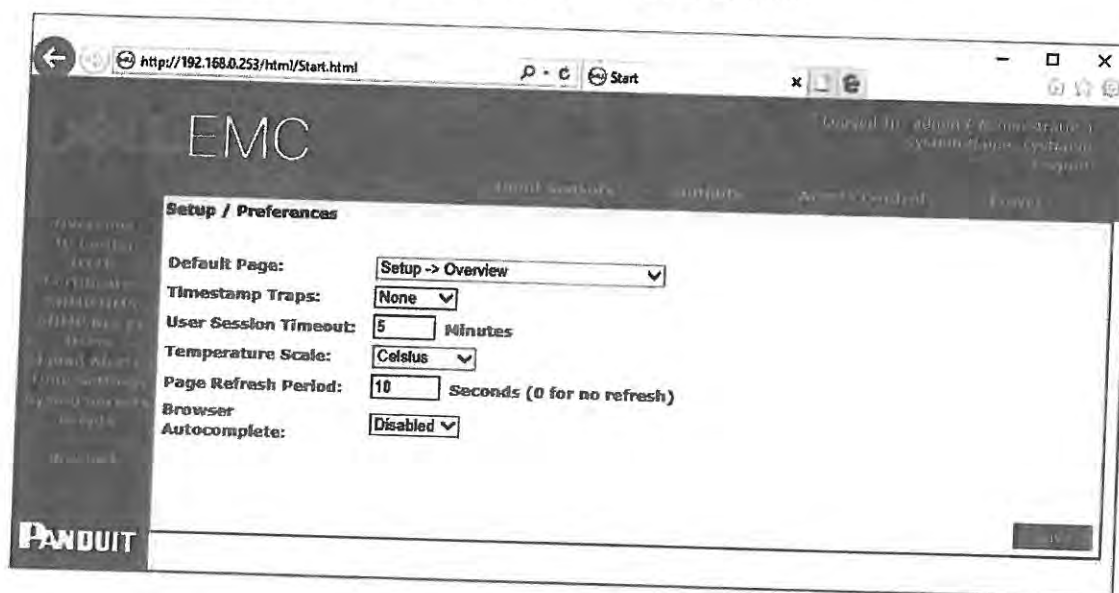
08/20/2013 (MM / DD / YYYY)

Select the desired format from the dropdown menu.

- **SNTP Servers** - Simple Network Time Protocol synchronizes the clocks of computer systems over a network. Enter the IP address of an SNTP server, and specify (in hours) how often the time should be updated.

## Setup - Preferences

The Preferences page allows you to edit system preferences.



Preferences	
Default Page	From the dropdown menu, select the first page you want to open when a user logs in. The preset default page is the Overview page.
Time stamp Traps	Choose from the drop-down menu where the timestamp will be found on traps. There are three options: <ul style="list-style-type: none"> <li>• Prefix – timestamp at the beginning</li> <li>• Append – timestamp at the end</li> <li>• None – no timestamp</li> </ul>
User Session Timeout	Enter a number of minutes, after which a session will be timed out if the user is inactive.
Temperature Scale	Select Celsius, Fahrenheit, or Kelvin from the drop-down menu.
Page Refresh Period	Enter a number of seconds, after which the page will automatically refresh. If 0 is entered, the page will not refresh automatically.

# Input Sensors – Configuration and Status

## Status

The Input Sensors status page presents an overview of the input ports. This page displays the input channel number, name, type of input sensor, status, current readings, and thresholds.

Channel	Type	Detected	Status	Value	Limits			
					UC	UW	LW	LC
1: Input 01	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
2: Input 02	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
3: Input 03	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
4: Input 04	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
5: Input 05	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
6: Input 06	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
7: Input 07	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
8: Input 08	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
9: Input 09	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
10: Input 10	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
11: Input 11	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A
12: Input 12	Auto Detect	None	Fault	---	N/A	N/A	N/A	N/A

## Status Indicators

Three status indicators are displayed next to input channels to allow quick determination of normal, warning, and critical alarm statuses:

✓	Channel reading currently within threshold limits.
⚠	Upper or lower Warning limit reached or exceeded.
✗	Upper or lower Critical limit reached or exceeded.

## **Input Sensors – Defaults**

This page allows you to choose default settings for Temperature Sensors, Humidity Sensors, Analog Voltage, and Open/Close Contacts.

← http://192.168.0.253/html/Start.html Start

# EMC

Logged in: admin / Admin (Admin)  
System Name: system0  
Logout

Input Sensors / Defaults

Defaults settings for Temperature, Humidity, Analogue Voltage and Open/Close Contacts are set here. Individual channels setups that differ from defaults can be configured via the Configure menu.

### Temperature Sensors

Calibration Offset:  °C  
Hysteresis Value:  °C

Limits & Traps:

	Value:	°C	Trap Enabled:	Repeat Timer:
Upper Control Limit:	<input type="text" value="35.0"/>	°C	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Upper Warning Limit:	<input type="text" value="30.0"/>	°C	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Lower Warning Limit:	<input type="text" value="15.0"/>	°C	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Lower Control Limit:	<input type="text" value="10.0"/>	°C	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds

Apply To Temperature Sensors

### Humidity Sensors

Calibration Offset:  %RH  
Hysteresis Value:  %RH

Limits & Traps:

	Value:	%RH	Trap Enabled:	Repeat Timer:
Upper Control Limit:	<input type="text" value="65.0"/>	%RH	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Upper Warning Limit:	<input type="text" value="60.0"/>	%RH	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Lower Warning Limit:	<input type="text" value="20.0"/>	%RH	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Lower Control Limit:	<input type="text" value="10.0"/>	%RH	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds

Apply To Humidity Sensors

### Analogue Voltages

Scaling Factor:    
Calibration Offset:  V  
Hysteresis Value:  V

Limits & Traps:

	Value:	V	Trap Enabled:	Repeat Timer:
Upper Control Limit:	<input type="text" value="9.0"/>	V	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Upper Warning Limit:	<input type="text" value="7.5"/>	V	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Lower Warning Limit:	<input type="text" value="2.5"/>	V	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds
Lower Control Limit:	<input type="text" value="1.0"/>	V	<input type="checkbox"/> Enabled	<input type="text" value="0"/> Seconds

Apply To Analogue Voltages

### Open/Close Contacts

Normal State:    
Trigger Type:    
Traps:    
Trap Alarm Level:    
Repeat Timer:  Seconds

Apply To Contacts

Save

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Clicking the arrow opens a drop-down for each Sensor type. For Temperature Sensors, the defaults will display similar to the following:

**Temperature Sensors**

Calibration Offset:  °C

Hysteresis Value:  °C

Limits & Traps:

	Value:	
Upper Control Limit:	<input type="text" value="35.0"/>	°C
Upper Warning Limit:	<input type="text" value="30.0"/>	°C
Lower Warning Limit:	<input type="text" value="15.0"/>	°C
Lower Control Limit:	<input type="text" value="10.0"/>	°C

Trap Enabled: ☐ Enabled ☐ Enabled ☐ Enabled ☐ Enabled

Repeat Timer:  Seconds  Seconds  Seconds  Seconds

Apply To Temperature Sensors

The Humidity Sensors screen displays default information as shown below.

**Humidity Sensors**

Calibration Offset:  %RH

Hysteresis Value:  %RH

Limits & Traps:

	Value:	
Upper Control Limit:	<input type="text" value="65.0"/>	%RH
Upper Warning Limit:	<input type="text" value="60.0"/>	%RH
Lower Warning Limit:	<input type="text" value="20.0"/>	%RH
Lower Control Limit:	<input type="text" value="10.0"/>	%RH

Trap Enabled: ☐ Enabled ☐ Enabled ☐ Enabled ☐ Enabled

Repeat Timer:  Seconds  Seconds  Seconds  Seconds

Apply To Humidity Sensors

The Analogue Voltage screen displays default information as shown below.

**Analogue Voltage**

Scaling Factor:  v

Calibration Offset:  v

Hysteresis Value:  v

Limits & Traps:

	Value:	
Upper Control Limit:	<input type="text" value="9.0"/>	v
Upper Warning Limit:	<input type="text" value="7.5"/>	v
Lower Warning Limit:	<input type="text" value="2.5"/>	v
Lower Control Limit:	<input type="text" value="1.0"/>	v

Trap Enabled: ☐ Enabled ☐ Enabled ☐ Enabled ☐ Enabled

Repeat Timer:  Seconds  Seconds  Seconds  Seconds

Apply To Analogue Voltage

Explanations of the editable fields in the drop-down menus for Temperature, Humidity and Analog Voltage can be found in the table below.

Defaults- Temperature, Humidity, and Analog Voltage	
Scaling Factor (Analog Voltage only)	<p>The scaling factor is a value multiplied against the measured Analog Voltage to produce the Input Sensor measurement.</p> <p><i>Example:</i> Given a measurement of 10 Volts on the input sensor and a Scaling Factor of 100, the web UI and SNMP interface will report a value of <math>10 \times 100 = 1000</math> Volts as the sensor measured value.</p> <p><b>Note:</b> The [Upper][Lower] [Control][Warning] Limit fields apply to the post-scaled value.</p>
Calibration Offset	<p>Alters the actual reading of a sensor by the amount specified.</p> <p><i>Example:</i> If a Calibration offset of 6 was used and a sensor's true reading was 36, the indicated reading used for display and alarm purposes would be 42. This works in an identical way for both temperature and humidity sensors.</p>
Hysteresis Value	<p>The hysteresis default value to be applied to sensors is. The value specified is an offset from a sensor's threshold values.</p> <p><i>Example:</i> A hysteresis value of 5 would mean that in the case of an Upper Control Limits alarm, the alarm value would have to reduce to 5 below the threshold value before another alarm is issued.</p>
Upper Control Limit	The value at which an Upper Control alarm will be issued.
Upper Warning Limit	The value at which an Upper Warning alarm will be issued.
Lower Warning Limit	The value at which a Lower Warning alarm will be issued.
Lower Control Limit	The value at which a Lower Control alarm will be issued.

The Open/Close Contacts screen displays the following default information.

# **REQUEST FOR PROPOSAL**

WV Office of Technology  
On-Premise Infrastructure

## **Attachment A: Cost Sheet**



## State of West Virginia

Data Center 2.0 RFP  
Department of Administration, Purchasing Division  
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Cost Proposal  
Solicitation No. 00T20000000001

**Sealed Bid**  
**Original**

April 10, 2020





# State of West Virginia

Data Center 2.0 RFP  
Solicitation Number OOT2000000001

## Cost Proposal

April 10, 2020

### Submitted To:

Data Center 2.0 RFP  
Department of Administration, Purchasing  
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*"Use or disclosure of proposal data is subject to the restriction on the cover page of this proposal."*

### CAVEAT

Where discrepancies appear between ViON's proposal and ViON supporting documentation, ViON's written word shall take precedence.

### TRADEMARK NOTICE

All logos and product names mentioned in this proposal may be trademarks and/or registered trademarks of their respective companies.





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State of West Virginia  
Data Center 2.0

Cost Proposal  
Solicitation # OOT2000000001

## **COST PROPOSAL**

ViON has attached the cost sheet “**DC 2.0 RFP Exhibit A Cost Sheet (OT20023)\_ ViON Corporation**” on the following pages.

# Attachment A: Cost Sheet

Note 1	4.2.4.7.7	Vendor must input pricing for each tier Base Solution(s), Expansion Node(s), Expansion Storage, Enterprise Data Backup, and Infrastructure Operations Monitoring in the pricing page. These costs will be a per month charge and include all costs for providing that service as indicated elsewhere in this RFP. Vendor must also input a per hour charge for on-demand professional services positions listed on the pricing page.		
Note 2	4.2.4.7.8	Vendor must input percent discount to the corresponding Asset in Service year periods. (Cells G4 through M4). Enter a whole number into the cell and the sheet will automatically display as a percentage		
Note 3	4.2.4.7.9	The Vendor's price in Asset in Service will be used by the State to calculate the cost of all orders. Orders placed in billing status in Year 1 will be billed at the subsequent Year's monthly unit price beginning in subsequent year. For example, a tier 0 solution ordered in month 1 of Year 1, will be invoiced at the Year 2 unit price beginning in Month 1 of Year 2.		
Line Item Number	Contract Item	Description	Unit of Measure	Unit Price
001	See Desc.	Tier 0 Solution (4.2.1.1.1.1, 4.2.1.1.1.4, 4.2.4.3.5)	Per Month	\$ 33,631.90
002	See Desc.	Tier 0 Additional Node (4.2.1.1.1.2, 4.2.1.1.1.4, 4.2.4.3.6)	Per Month	\$ 2,055.00
003	See Desc.	Tier 0 Perf. Storage Exp. (4.2.1.1.1.3, 4.2.1.1.1.4, 4.2.4.3.7)	Per Month	\$ 1,006.00
004	See Desc.	Tier 0 Volume Storage Exp. (4.2.1.1.1.3, 4.2.1.1.1.4, 4.2.4.3.7)	Per Month	\$ 1,748.00
005	See Desc.	Tier 1 Solution (4.2.1.1.1.1, 4.2.1.1.1.5, 4.2.4.3.5)	Per Month	\$ 41,959.60
006	See Desc.	Tier 1 Additional Node (4.2.1.1.1.2, 4.2.1.1.1.5, 4.2.4.3.6)	Per Month	\$ 2,055.00
007	See Desc.	Tier 1 Perf. Storage Exp. (4.2.1.1.1.3, 4.2.1.1.1.5, 4.2.4.3.7)	Per Month	\$ 2,172.00
008	See Desc.	Tier 1 Volume Storage Exp. (4.2.1.1.1.3, 4.2.1.1.1.5, 4.2.4.3.7)	Per Month	\$ 1,748.00
009	See Desc.	Tier 2 Solution (4.2.1.1.1.1, 4.2.1.1.1.6, 4.2.4.3.5)	Per Month	\$ 41,959.60
010	See Desc.	Tier 2 Additional Node (4.2.1.1.1.2, 4.2.1.1.1.6, 4.2.4.3.6)	Per Month	\$ 2,055.00
011	See Desc.	Tier 2 Perf. Storage Exp. (4.2.1.1.1.3, 4.2.1.1.1.6, 4.2.4.3.7)	Per Month	\$ 2,172.00
012	See Desc.	Tier 2 Volume Storage Exp. (4.2.1.1.1.3, 4.2.1.1.1.6, 4.2.4.3.7)	Per Month	\$ 1,748.00

## Enterprise Data Backup

Line Item Number	Contract Item	Description	Unit of Measure	Unit Price
013	4.2.4.4.1.1	Enterprise Databackup Initial Implementation	LumpSum	\$ 20,336.00
014	4.2.4.4.1.2	Enterprise Data Backup Base (150 TB)	Per Month	\$ 22,712.00
015	4.2.4.4.1.3	Enterprise Data Backup Expansion (50 TB)	Per Month	\$ 4,604.00

Total Enterprise Data Backup Cost

## Infrastructure Operational Monitoring

Assets in Service (Years)				Contract Option Years		
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
0.00%	10.00%	20.00%	35.00%	45.00%	55.00%	60.00%
\$ 403,582.80	\$ 363,224.52	\$ 322,866.24	\$ 262,328.82	\$ 221,970.54	\$ 181,612.26	\$ 161,433.12
\$ 98,640.00	\$ 88,776.00	\$ 78,912.00	\$ 64,116.00	\$ 54,252.00	\$ 44,388.00	\$ 39,456.00
\$ 48,288.00	\$ 43,459.20	\$ 38,630.40	\$ 31,387.20	\$ 26,558.40	\$ 21,729.60	\$ 19,315.20
\$ 125,856.00	\$ 113,270.40	\$ 100,684.80	\$ 81,806.40	\$ 69,220.80	\$ 56,635.20	\$ 50,342.40
\$ 1,007,030.40	\$ 906,327.36	\$ 805,624.32	\$ 654,569.76	\$ 553,866.72	\$ 453,163.68	\$ 402,812.16
\$ 197,280.00	\$ 177,552.00	\$ 157,824.00	\$ 128,232.00	\$ 108,504.00	\$ 88,776.00	\$ 78,912.00
\$ 156,384.00	\$ 140,745.60	\$ 125,107.20	\$ 101,649.60	\$ 86,011.20	\$ 70,372.80	\$ 62,553.60
\$ 209,760.00	\$ 188,784.00	\$ 167,808.00	\$ 136,344.00	\$ 115,368.00	\$ 94,392.00	\$ 83,904.00
\$ 1,007,030.40	\$ 906,327.36	\$ 805,624.32	\$ 654,569.76	\$ 553,866.72	\$ 453,163.68	\$ 402,812.16
\$ 98,640.00	\$ 88,776.00	\$ 78,912.00	\$ 64,116.00	\$ 54,252.00	\$ 44,388.00	\$ 39,456.00
\$ 104,256.00	\$ 93,830.40	\$ 83,404.80	\$ 67,766.40	\$ 57,340.80	\$ 46,915.20	\$ 41,702.40
\$ 125,856.00	\$ 113,270.40	\$ 100,684.80	\$ 81,806.40	\$ 69,220.80	\$ 56,635.20	\$ 50,342.40

Total On-Premise Infrastructure Evaluated Price

Attachment A: Cost Sheet

Line Item Number	Contract Item	Description	Unit of Measure	Unit Price
016	4.2.4.5.1.1	Infrastructure Operational Monitoring Implementation	LumpSum	\$ 113,688.00
017	4.2.4.5.1.2	Infrastructure Monitoring Base (250 Components)	Per Month	\$ 3,916.80
018	4.2.4.5.1.3	Infrastructure Monitoring Expansion (50 Components)	Per Month	\$ 783.36

Total Infrastructure Operational Monitoring Cost

On-Demand Professional Services

Line Item Number	Contract Item	Description	Unit of Measure	Unit Price
019	4.2.1.4.3.1	Application Migration Specialist - Remote	Per Hour	\$ 207.38
020	4.2.1.4.3.1	Application Migration Specialist - On-site	Per Hour	\$ 210.00
021	4.2.1.4.3.2	Data Backup & Disaster Recovery Specialist - Remote	Per Hour	\$ 253.86
022	4.2.1.4.3.2	Data Backup & Disaster Recovery Specialist - On-site	Per Hour	\$ 271.86
023	4.2.1.4.3.3	Data Migration Specialist - Remote	Per Hour	\$ 173.81
024	4.2.1.4.3.3	Data Migration Specialist - On-site	Per Hour	\$ 150.00
025	4.2.1.4.3.4	Database Specialist - Remote	Per Hour	\$ 173.81
026	4.2.1.4.3.4	Database Specialist - On-site	Per Hour	\$ 180.00
027	4.2.1.4.3.5	Project Manager - Remote	Per Hour	\$ 201.78
028	4.2.1.4.3.5	Project Manager - On-site	Per Hour	\$ 205.00
029	4.2.1.4.3.6	Storage Specialist - Remote	Per Hour	\$ 140.25
030	4.2.1.4.3.6	Storage Specialist - On-site	Per Hour	\$ 150.00
031	4.2.1.4.3.7	System Administrator Specialist - Remote	Per Hour	\$ 140.25
032	4.2.1.4.3.7	System Administrator Specialist - On-site	Per Hour	\$ 150.00
033	4.2.1.4.3.8	Technical Writer - Remote	Per Hour	\$ 101.09
034	4.2.1.4.3.8	Technical Writer - On-site	Per Hour	\$ 115.00

Total On-Demand Professional Services Cost

Total On-Premise Infrastructure Evaluated Cost ( Cell N18)		
Total Enterprise Data Backup Cost ( Cell G25)		
Total Infrastructure Operational Monitoring Cost ( Cell G33)		
Total Estimated On-Demand Professional Services Cost ( Cell G54)		
Total Cost		

	Vendor must input a percentage of discount in the blue columns identified above Per Note 2 (4.2.4.7.8)
	Vendor must input a unit cost in the yellow columns identified above.

\*\*\*Quantities Listed are estimates only. Actual Quantities may vary.



ALLAN L. MCVEY  
CABINET SECRETARY

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
CHARLESTON, WEST VIRGINIA 25305-0130

W. MICHAEL SHEETS  
DIRECTOR

Name: Ms. Bridget Bradshaw

Date: July 16, 2020

Address: ViON Corporation  
196 Van Buren Street  
Herndon, VA 20170

Buyer: Jessica Chambers  
Phone: (304) 558-0246  
Fax: (304) 558-3970  
Requisition Number: CRFP OOT2000000001  
Data Center 2.0

Dear Ms. Bradshaw:

Please confirm the following:

1. There are no additional Vendor and/or Third-Party Terms and Conditions for this purchase that the State and or Agency will have to agree to.

None: ✓ Attached: \_\_\_\_\_

Signature: [Handwritten Signature] - EVP: CFO ViON Corp.

Sincerely,

[Handwritten Signature]  
Jessica Chambers  
Senior Buyer  
West Virginia Purchasing Division





Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

# State of West Virginia Master Agreement

Order Date: 05-05-2022

CORRECT ORDER NUMBER MUST  
APPEAR ON ALL PACKAGES, INVOICES,  
AND SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CMA 0231 0231 OOT2100000001 2	Procurement Folder:	655755
Document Name:	CO1: Data Center 2.0 RFP (OT20099)	Reason for Modification:	
Document Description:	CO1: Data Center 2.0 RFP (OT20099)	Change Order 1 is issued to reassign contract to CMA OOT2200000002	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2020-07-22
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-05-14

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000193349				Requestor Name: Andrew C Lore	
VION CORPORATION				Requestor Phone: (304) 957-8267	
196 VAN BUREN ST STE 300				Requestor Email: andrew.c.lore@wv.gov	
HERNDON		VA	201705337		
US					
Vendor Contact Phone: 999-999-9999		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage	Discount Days		
#1	No	0.0000	0		
#2	No				
#3	No				
#4	No				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV 25305 US

Total Order Amount: Open End

## PURCHASING DIVISION AUTHORIZATION

DATE:  
ELECTRONIC SIGNATURE ON FILE

## ATTORNEY GENERAL APPROVAL AS TO FORM

DATE:  
ELECTRONIC SIGNATURE ON FILE

## ENCUMBRANCE CERTIFICATION

DATE:  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Change Order 01

Change Order No. 01 is issued for administrative purposes only and is intended to change the name of the vendor from VION Corp (V/C account 000000193349) to Perspecta Enterprise Solutions LLC (V/C account 000000224297). System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change 05/15/2022

New procurement folder: 1036659

No other changes.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81110000			LS	0.000000
	Service From	Service To			

**Commodity Line Description:** Data Center 2.0

**Extended Description:**

Please see Exhibit A Pricing Page for pricing information.

July 26, 2021

Sarah Lynn  
Vice President & Deputy General Counsel  
Peraton Corp.  
14295 Park Meadow Drive  
Chantilly, VA 20151

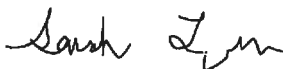
Subject: Peraton Corp. acquisition of Perspecta Inc.

To Whom it May Concern:

Effective May 6, 2021, Peraton Corp. completed its acquisition of Perspecta Inc. and its subsidiaries. A copy of the press release is available at: [www.peraton.com/category/press-releases/](http://www.peraton.com/category/press-releases/) and this transaction is detailed in several public filings with the SEC, including the current reports filed on Form 8-K on May 6, 2021 which announce the close of this transaction and describe the nature of the acquisition, available by visiting <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching "Perspecta Inc."

Following this transaction, the Perspecta entities are now affiliates of the other Peraton Corp. subsidiaries, including Peraton Inc. All heritage Peraton and Perspecta contracting entities will continue to operate, although we anticipate changing the name of certain heritage Perspecta entities later this year to reflect Peraton branding.

Sincerely,



Sarah Lynn

February 2, 2022

West Virginia Office of Technology  
West Virginia Regional Technology Park  
2020 Union Carbide Drive, Building 6000  
South Charleston, WV 25303

Attention: Andrew Lore  
Jamison Mitchell

Subject: Request for Cancellation / Reassignment of Master Agreement and Delivery Orders  
in order to effect the Name Change from ViON Corporation to Perspecta Enterprise  
Solutions LLC

Reference: Master Agreement #CMA 0231 OOT2100000001 1 - for WVOT Data  
Center 2.0 Application Migration Enterprise Architecture Support, and supporting  
Delivery Orders

Dear Mr. Lore,

Peraton Inc., acting through its Perspecta Enterprise Solutions LLC business entity (hereinafter referred to as "Perspecta"), hereby requests that the Master Agreement and Delivery Orders between West Virginia Office of Technology and ViON Corporation (hereinafter referred to as "ViON") be canceled, and reassigned to Perspecta, due to the acquisition of ViON by Perspecta, and subsequent name change in September 2021. Attached is the Asset Purchase Agreement which reflects the acquisition of ViON by Perspecta. Our State of West Virginia Oasis Vendor Number is 000000224297.

Should you have any questions or require clarification, please contact me at 571-246-2333 or via email at [Donna.Spear@mail.peraton.com](mailto:Donna.Spear@mail.peraton.com).

Sincerely,



Donna Spear  
Contracts Administrator IV  
Defense Solutions Sector

---

**ASSET PURCHASE AGREEMENT**

**dated as of**

**September 21, 2021**

**by and between**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

**and**

**VION CORPORATION**

---



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## **Annexes**

Annex A – Accounting Principles

## **Attachments**

Attachment I – Transition Services Agreement

Attachment II – Bill of Sale

Attachment III – Domain Name Assignment Agreement

Attachment IV – Subcontract Pending Novation

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this “Agreement”), dated as of September 21, 2021, is entered into by and between Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Buyer”) and ViON Corporation, a Delaware corporation (“Seller”). Each of Buyer and Seller is referred to herein as a “Party” or collectively as the “Parties”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Section 1.1.

### **RECITALS**

WHEREAS, Seller and certain of its Subsidiaries are engaged in, among other things, the Business, and Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the Business, upon the terms and subject to the conditions set forth herein;

WHEREAS, Seller owns, directly or indirectly, all of the Purchased Assets; and

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, Seller desires to sell and transfer to Buyer, and Buyer desires to purchase and acquire from Seller, the Purchased Assets for the consideration set forth in Article II and the assumption by Buyer of the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, Buyer and Seller agree as follows:

### **ARTICLE I. CERTAIN DEFINITIONS**

Section 1.1 Definitions. As used herein, the following terms shall have the following meanings:

“Accounting Principles” shall mean the accounting methods, assumptions, policies, principles, practices and procedures set forth in Annex A.

“Action” means any claim, action, suit, audit, assessment, arbitration, inquiry, proceeding or investigation (whether civil, criminal or administrative), in each case, by or before any Governmental Authority.

“Additional Adjustment Amount” means the amount (which may be positive or negative) equal to (a) the aggregate amount of IRS MIDS Contract deferred revenue, *less* (b) the aggregate amount of IRS MIDS Contract capital expenditures, in each case, as of 11:59 p.m. local time in New York, New York on the day immediately prior to the Closing Date.

“Adjustment Escrow Account” means a separate escrow account established pursuant to the terms of the Escrow Agreement to hold the Adjustment Escrow Funds.

“Adjustment Escrow Amount” means an amount equal to \$2,500,000.

“Adjustment Escrow Funds” means the amounts held in the Adjustment Escrow Account, including any dividends, interest, distributions and other income received in respect thereof, less any losses on investments thereof, less distributions thereof in accordance with this Agreement and the Escrow Agreement.

“Affiliate” means, with respect to any specified Person, any Person that, directly or indirectly, controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise.

“Affiliate Transaction” means any material Contract, transaction or other arrangement entered into between Seller or any of its Subsidiaries, in each case, in respect of the Business, the Purchased Assets or the Excluded Liabilities, in each case, with, in favor or for the benefit of, or involving the making of any payment or transfer of assets to or guarantee of obligation of (a) any Business Employee (in each case, other than customary employment or consulting agreements and the Company Plans), (b) any equityholder of Seller, (c) Affiliate of Seller or any of its equityholders or (d) any director, officer, employee, member, manager, partner or equityholder of any Person described in the foregoing clause (c).

“Agreement” has the meaning specified in the preamble hereto.

“Anti-Corruption Laws” means any applicable Law related to corruption or bribery, including the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010, the anti-corruption and anti-bribery legislation of the European Union, as adopted and made applicable by its member states, and any other applicable Law that relates to bribery, corruption, kick-backs or other improper payments.

“Assumed Liabilities” has the meaning specified in Section 2.1(d).

“Audited Financial Statements” has the meaning specified in Section 3.5.

“Auditor” has the meaning specified in Section 2.5(c).

“Base Purchase Price” means an amount in cash equal to \$225,000,000.

“Bill of Sale” has the meaning specified in Section 2.9(a)(ii).

“Business” means Seller’s IT as-a-Service solutions business, including the provision of servers, converged and hyper-converged infrastructure, storage arrays, storage area networks, Ethernet networking equipment and accompanying management software to its customers.

“Business Contracts” has the meaning specified in Section 2.1(b)(iv).

“Business Day” means any day that is not a Saturday, a Sunday or other day on which the Federal Reserve Bank of New York is closed.



“Business Employee” means (a) the individuals set forth on Schedule 1.1(a) and (b) each other employee of Seller and its Subsidiaries who Seller and Buyer have mutually agreed to in writing prior to the Closing Date.

“Business Financial Statements” has the meaning specified in Section 3.5.

“Business Insurance Policies” has the meaning specified in Section 3.14.

“Business Intellectual Property” means all Intellectual Property owned by Seller or any of its Subsidiaries and Related to the Business, including all Intellectual Property identified on Schedule 2.1(b)(i), and excluding the Seller Names and Seller Marks.

“Business Leased Real Property” has the meaning specified in Section 2.1(b)(vii).

“Business Permits” has the meaning specified in Section 2.1(b)(x).

“Business Real Property Leases” has the meaning specified in Section 2.1(b)(vii).

“Business Records” has the meaning specified in Section 2.1(b)(xi).

“Business Registered IP” has the meaning specified in Section 3.18(a).

“Business Software” means Software that is Business Intellectual Property.

“Business Tangible Assets” has the meaning specified in Section 2.1(b)(ii).

“Buyer” has the meaning specified in the preamble hereto.

“Buyer 401(k) Plan” has the meaning specified in Section 5.4(d).

“Buyer Indemnified Matters” has the meaning specified in Section 6.2(b).

“Buyer Indemnified Parties” has the meaning specified in Section 6.2(a).

“Buyer Material Adverse Effect” means any Effect that has had, or would reasonably be expected to have, a material adverse effect on the ability of Buyer to perform its obligations under this Agreement, or that would prevent or materially impede, interfere with, hinder or delay the consummation by Buyer of the transactions contemplated hereby.

“CIO-CS Vehicle” means the government-wide acquisition contract number HHSN316201500009W, dated June 14, 2015, by and between National Institutes of Health, NIH Info Tech Acquisition and Assessment Center and ViON Corporation.

“Claim” has the meaning specified in Section 6.3(f).

“Closing” has the meaning specified in Section 2.2.

“Closing Date” has the meaning specified in Section 2.2.

“Closing Net Working Capital” means the aggregate amount of Net Working Capital as of 11:59 p.m. local time in New York, New York on the day immediately prior to the Closing Date.

“Closing Net Working Capital Adjustment Amount” means, as applicable, (a) if Closing Net Working Capital exceeds the Net Working Capital Upper Target, the amount of such excess (expressed as a positive number), (b) if the Net Working Capital Lower Target exceeds Closing Net Working Capital, the amount of such excess (expressed as a negative number), or (c) if Closing Net Working Capital is less than or equal to the Net Working Capital Upper Target and greater than or equal to the Net Working Capital Lower Target, an amount equal to \$0.

“Closing Purchase Price” means an amount equal to (a) Base Purchase Price; *plus* (b) the Closing Net Working Capital Adjustment Amount, *minus* (c) the Additional Adjustment Amount.

“Closing Statement” has the meaning specified in Section 2.5(a).

“Code” means the Internal Revenue Code of 1986, as amended.

“Confidential Information” means any information or data that is confidential, nonpublic, or proprietary about Seller, its Subsidiaries or other Affiliates and any of their businesses, operations, clients, customers, prospects, personnel, properties, processes and products, financial, technical, commercial and other information, regardless of the form or format of the information (e.g., written, verbal, electronic or otherwise). “Confidential Information” includes proprietary data, and Intellectual Property of Seller and its Subsidiaries.

“Confidentiality Agreement” means that certain Confidentiality Agreement, dated as of June 22, 2021, by and between Peraton Corp. and Seller (as “Project Hawaii” thereunder).

“Consent” means any required consent, waiver or approval of any third party in connection with the consummation of the transactions contemplated hereby.

“Continuing Employees” has the meaning specified in Section 5.4(a).

“Contracts” means all written or legally binding oral contracts, subcontracts, agreements, arrangements, commitments, understandings, notes, indentures, mortgages, debt instruments, loans, evidence of Debt, letters of credit, covenants not to compete, licenses, franchises, deeds of trust, leases or sublease (whether for release or personal property), licenses, sublicenses, purchase orders for goods or services (subject to the immediately succeeding sentence), powers of attorney, and any other instruments or obligations of any kind (including any amendments and other modifications thereto).

“COVID-19” means the novel coronavirus, SARS-CoV-2 or COVID-19 or any mutation of the same, including any resulting epidemics, pandemics, disease outbreaks or public health emergencies.

“COVID-19 Measures” means any quarantine, isolation, “shelter in place,” “stay at home,” workforce reduction, social distancing, shut down, closure, sequester or any other Law, decree, judgment, injunction or other order, directive, guidelines or recommendations by any Governmental Authority or industry group in connection with or in response to COVID-19, including, the Coronavirus Aid, Relief, and Economic Security Act (CARES).

“CSA” has the meaning specified in Section 3.25.

“Current Government Contract” means a Government Contract under which the period of performance has not yet expired, for which final payment has not been received or under which a Governmental Authority maintains an audit right.

“Damages” means all losses, damages, costs and expenses, liabilities, fines, fees, Taxes, assessments, charges, payments, claims, interests, awards, judgments or penalties (including reasonable attorneys’ and consultants’ fees and expenses) suffered or incurred.

“DCSA” means the U.S. Department of Defense, Defense Counterintelligence and Security Agency (formerly known as the Defense Security Service).

“Debt” means, as of any date and time, with respect to any Person, the following obligations of such Person (including, as applicable, the principal and accrued and unpaid interest thereon and any prepayment, redemption or change of control fees, premiums, penalties or other amounts payable that would arise at the Closing as a result of the discharge of such obligations ): (a) all indebtedness for borrowed money, including such obligations evidenced by notes, bonds, debentures or similar instruments, (b) all obligations under leases required to be treated as capital leases in accordance with GAAP, (c) all reimbursement obligations under commitments that assure creditors against loss, including obligations with respect to letters of credit, bankers’ acceptances, performance bonds, surety bonds or similar obligations, in each case, to the extent drawn, (d) indebtedness for earn-outs or the deferred purchase price of goods, services or property, excluding trade payables and accrued expenses in the ordinary course of business, (e) any liabilities in respect of currency or interest rate swaps, collars, caps, hedges, or similar arrangements, (f) indebtedness secured by a Lien on any Purchased Asset and (g) all obligations in the nature of guarantees of the obligations described in clauses (a) through (f) of this definition of “Debt” of any Person other than such first Person.

“Debt Commitment Letter” means an engagement letter or other agreement or arrangement containing conditions to the Debt Financing.

“Debt Financing” means a debt financing in connection with transactions contemplated hereby.

“Debt to be Repaid” means all Debt of Seller and its Subsidiaries described in clauses (a), (b), (c), (g), (h) and (i) of the definition of “Debt”, in each case, as of immediately prior to the Closing.

“Designated Person” has the meaning specified in Section 7.16(a).

“Determination Date” has the meaning specified in Section 2.5(c).

“Direct Claim” has the meaning specified in Section 6.3(g).

“Directed Purchase Price” means an amount equal to (a) the Estimated Purchase Price; *minus* (b) the Adjustment Escrow Amount, *minus* (c) the Indemnity Escrow Amount, *minus* (d) the Specified Matter Escrow Amount, *minus* (e) the Payoff Amount.

“Domain Name Assignment Agreement” has the meaning specified in Section 2.9(a)(iii).

“Effect” has the meaning specified in the definition of “Material Adverse Effect.”

“Environmental Laws” means any and all applicable foreign, federal, state or local Laws, statutes, ordinances, rules or regulations relating to Hazardous Materials or the protection of the environment or, to the extent related to exposure to Hazardous Materials, human health, as in effect on and as interpreted as of the date hereof.

“ERISA” has the meaning specified in Section 3.10(a).

“ERISA Affiliate” means any trade or business (whether or not incorporated) (a) under common control within the meaning of Section 4001(b)(1) of ERISA with Seller or any Subsidiary (including Ascolta, LLC) of Seller or (b) which together with Seller or any Subsidiary (including Ascolta, LLC) of Seller is treated as a single employer under Section 414(t) of the Code.

“Escrow Agent” means JPMorgan Chase Bank, N.A., a national banking institution incorporated under the laws of the United States.

“Escrow Agreement” means the Escrow Agreement, dated as of the date hereof, by and among Buyer, Seller and the Escrow Agent.

“Estimated Additional Adjustment Amount” has the meaning set forth in Section 2.4.

“Estimated Closing Net Working Capital” has the meaning set forth in Section 2.4.

“Estimated Closing Net Working Capital Adjustment Amount” means, as applicable, (a) if Estimated Closing Net Working Capital exceeds the Net Working Capital Upper Target, the amount of such excess (expressed as a positive number), (b) if the Net Working Capital Lower Target exceeds Estimated Closing Net Working Capital, the amount of such excess (expressed as a negative number), or (c) if Estimated Closing Net Working Capital is less than or equal to the Net Working Capital Upper Target and greater than or equal to the Net Working Capital Lower Target, an amount equal to \$0.

“Estimated Purchase Price” means an amount equal to (a) Base Purchase Price; *plus* (b) the Estimated Closing Net Working Capital Adjustment Amount *minus* (c) the Estimated Additional Adjustment Amount.

“Estimated Statement” has the meaning set forth in Section 2.4.

“Excluded Assets” has the meaning specified in Section 2.1(b)(xvii).

“Excluded Employee Liability” means any liability or other obligation of Seller or any of its Affiliates in respect of (a) any Business Employee who does not become a Continuing Employee, (b) any employment-related proceeding, claim or dispute, or other liabilities whether known or unknown with respect to, or any compensation, payments, benefits, or other amounts owed to, any Continuing Employee arising, in whole or in part, out of events or circumstances during any period on or prior to the Closing, (c) any current or former service providers of Seller or any of its Affiliates who is not or was not primarily engaged in the Business, (d) any liabilities relating to any Seller Benefit Plan, including any participation in any plan subject to Title IV of ERISA and any unsatisfied liabilities for “withdrawal liability” to a “multiemployer plan”, as such terms are defined under ERISA, (e) any liabilities, payments, costs and disbursements or other obligations, arising in connection with the termination of employment of any employee or service provider by Seller or any of its Affiliates, including severance or other termination costs, if any, arising as a result of the transactions contemplated hereby relating to any Business Employees who do not become Continuing Employees, and (f) all amounts payable to current or former employees, directors, and consultants of Seller and its Subsidiaries pursuant to agreements established by Seller or its Subsidiaries that are triggered, in whole or in part, as a result of the consummation of the transactions contemplated by this Agreement, including amounts payable pursuant to any change-in-control, transaction or similar bonuses or retention agreements established by Seller or its Subsidiaries prior to Closing (together with the employer portion of any employment, payroll, social security, medicare, national insurance contributions, unemployment or other taxes or similar obligations associated with such amounts).

“Excluded Liabilities” has the meaning specified in Section 2.1(e).

“Existing Representation” has the meaning specified in Section 7.16(a).

“Existing Stock” has the meaning specified in Section 5.10(a).

“Final Additional Adjustment Amount” means the “Additional Adjustment Amount”, as finally determined pursuant to Section 2.5.

“Final Allocation Schedule” has the meaning set forth in Section 5.8(b).

“Final Net Working Capital” means “Net Working Capital”, as finally determined pursuant to Section 2.5.

“Final Net Working Capital Adjustment Amount” means, as applicable, (a) if Final Net Working Capital exceeds the Net Working Capital Upper Target, the amount of such excess (expressed as a positive number), (b) if the Net Working Capital Lower Target exceeds Final Net Working Capital, the amount of such excess (expressed as a negative number), or (c) if Final Net Working Capital is less than or equal to the Net Working Capital Upper Target and greater than or equal to the Net Working Capital Lower Target, an amount equal to \$0.

“Final Purchase Price” means an amount equal to (a) Base Purchase Price; *plus* (b) the Final Net Working Capital Adjustment Amount; *minus* (c) the Final Additional Adjustment Amount.

“Financial Statements” has the meaning specified in Section 3.5.

“Financing Action” has the meaning specified in Section 7.16(a).

“GAAP” means United States generally accepted accounting principles, consistently applied.

“Government Bid” means any bid, proposal, offer or quotation, whether solicited or unsolicited, made by Seller or any of its Subsidiaries or other Affiliates, that, if accepted, would reasonably be expected to lead to the award of a Government Contract.

“Government Contract” means any Contract, including any prime contract, subcontract, basic ordering agreement, letter contract, purchase order, task order, or delivery order of any kind, and including all amendments, modifications and options thereunder or relating thereto, between Seller or any of its Subsidiaries or other Affiliates, on one hand, and any Governmental Authority or any prime contractor or sub-contractor (at any tier) of any Governmental Authority, on the other hand, Related to the Business. A purchase, task, or delivery order issued under a Government Contract shall not constitute a separate Government Contract, for purposes of this definition, but shall be part of the Government Contract to which it relates.

“Governmental Authority” means any federal, state, provincial, municipal, local or foreign government, or quasi-governmental entity or other political subdivision thereof, or any regulatory or administrative agency, governmental commission, department, board, bureau, agency, instrumentality, court, tribunal or other governmental authority or agency, domestic or foreign, as well as any arbitrator, arbitral body or body exercising or entitled to exercise, any administrative, executive, judicial, adjudicative, legislative, police, regulatory or taxing authority or power of any nature.

“Governmental Order” means any order, judgment, injunction, decree, writ, stipulation, determination or award, in each case, entered by or with any Governmental Authority.

“Guarantees” has the meaning set forth in Section 5.7.

“Hazardous Material” means any substance, material or waste that is listed, classified or regulated pursuant to any Environmental Law as a “toxic substance”, “hazardous substance”, “hazardous material”, “hazardous waste”, “contaminant” or “pollutant” or words of similar meaning and regulatory effect, including without limitation asbestos, polychlorinated biphenyls, per- and polyfluoroalkyl substances, and petroleum or petroleum containing substances.

“Inbound License Agreements” has the meaning specified in Section 3.9(a)(vi).



“Indemnified Party” has the meaning specified in Section 6.3(a).

“Indemnifying Party” has the meaning specified in Section 6.3(a).

“Indemnity Escrow Account” means a separate escrow account established pursuant to the terms of the Escrow Agreement to hold the Indemnity Escrow Funds.

“Indemnity Escrow Amount” means an amount equal to \$7,500,000.

“Indemnity Escrow Funds” means the amounts held in the Indemnity Escrow Account, including any dividends, interest, distributions and other income received in respect thereof, less any losses on investments thereof, less distributions thereof in accordance with this Agreement and the Escrow Agreement.

“Intellectual Property” means all intellectual property rights, as they exist anywhere in the world, whether registered or unregistered, including any of the following: (a) patents and patent applications, patentable inventions and other patent rights (including any divisions, continuations, continuations-in-part, reissues, reexaminations and interferences thereof); (b) rights in Marks; (c) copyrights, mask works, designs and any other equivalent rights in works of and any other related rights of authors, and registrations and applications for registration of copyright; (d) internet domain names, internet addresses and other computer identifiers; (e) trade secrets, know-how, inventions, process, procedures and other intellectual property rights with respect to confidential business information and other proprietary information; (f) rights in Software; and (g) moral rights and publicity rights.

“Interim Financial Statements” has the meaning specified in Section 3.5.

“IRS MIDS Contract” means the Internal Revenue Service Managed Infrastructure Data Service (MIDS) order number 2032H5-21-F-00298 under the CIO-CS vehicle (HHSN316201500009W)

“IT Systems” means all information systems, including electronic data processing, information, recordkeeping, communications, telecommunications, account management, inventory management and other computer systems (including all computer programs, software, databases, firmware, hardware and related documentation), and internet websites and related content, to the extent controlled or relied on by Seller or any of its Subsidiaries.

“Later Discovered Contract” has the meaning specified in Section 2.7(j).

“Law” means any federal, state, provincial, local, multinational or foreign statute, treaty, law, ordinance, rule, regulation, Governmental Order or other legally binding requirement of any Governmental Authority.

“Leased Real Property” means all real property leased by Seller or any of its Subsidiaries relating to the Business, the Purchased Assets or the Assumed Liabilities or used or held for use in the operation of the Business, including the Business Leased Real Property.

“Leases” has the meaning specified in Section 2.7.

“Lender” means a lender in connection with the Debt Financing.

“Lender Related Parties” means the Lenders and their respective Affiliates, and the respective current and former directors, officers, employees, managers, managing members, general partners, limited partners, agents, advisors (including financial, tax and legal advisors), representatives and successors and permitted assigns of each of the foregoing.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, encumbrance, security interest or other lien of any kind.

“Marks” means all trademarks (registered or unregistered), service marks, domain names, trade dress, trade names, brand names, logos, corporate names, taglines, social media identifiers (such as a Twitter® Handle) and related accounts and registrations and applications for registration thereof together with all of the goodwill associated therewith.

“Material Adverse Effect” means, any change, event, circumstance, development, occurrence or effect (each, an “Effect”) that, individually or taken together with any other Effect or Effects, has had, or would be reasonably expected to have, (a) a material adverse effect on the ability of Seller to perform its obligations under this Agreement, or that would prevent or materially impede, interfere with, hinder or delay the consummation by Seller of the transactions contemplated hereby; or (b) a material adverse effect on the business, results of operations, condition (financial or otherwise), assets or liabilities of the Business; provided, however, that in no event will any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a “Material Adverse Effect” pursuant to this clause (b): (i) any change in Law (including COVID-19 Measures), regulatory policies, accounting standards or principles (including GAAP) or any guidance relating thereto or interpretation thereof, (ii) any change in interest rates or economic, political, business or financial market conditions generally (including any changes in credit, currency, financial, commodities, securities or banking markets), (iii) any change generally affecting all of the industries, markets or geographic areas in which Business operates or the economy as a whole, (iv) the announcement or the execution of this Agreement or the performance of this Agreement, (v) the compliance with the terms of this Agreement or any action taken or not taken at the prior written request of, or with the written consent of, Buyer, (vi) any natural disaster, (vii) any acts of terrorism, sabotage, war, the outbreak or escalation of hostilities, weather conditions, change in geopolitical conditions, public health event, pandemic, epidemic, disease outbreak or other force majeure events, in each case, including any worsening thereof (including COVID-19 (or any mutation or variation thereof or related health condition)), or (viii) any failure of the Business to meet any projections or forecasts (provided that this clause (viii) shall not prevent a determination that any Effect underlying such failure to meet projections or forecasts has resulted in a Material Adverse Effect pursuant to this clause (b) (to the extent Effect is not otherwise excluded from this clause (b))); provided that an Effect referenced in the foregoing clauses (i), (ii), (iii), (vi) or (vii) shall only be excluded for the purpose of determining whether there has been a Material Adverse Effect under this clause (b) if and to the extent such Effect does not affect the Business in a materially disproportionate manner as compared to other businesses in the same industry as the Business.

“Material Contract” has the meaning specified in Section 3.9(a).

“Multiemployer Plan” has the meaning specified in Section 3.10(a).

“Net Working Capital” has the meaning set forth on Annex A.

“Net Working Capital Lower Target” means \$11,500,000.

“Net Working Capital Upper Target” means \$15,500,000.

“NISPOM” means the National Industrial Security Program Operating Manual.

“NISPOM Notice” has the meaning specified in Section 5.9(a).

“Notice of Disagreement” has the meaning specified in Section 2.5(c).

“Novating Government Contract” means a Current Government Contract, the counterparty to which is a Governmental Authority.

“Offer” has the meaning set forth in Section 5.4(a).

“Open Source Software” means any Software (in source or object code form) that is subject to (a) a license commonly referred to as an “open source” or “free software” license (including any software licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, or Apache Software License, or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on [www.opensource.org](http://www.opensource.org)) or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on [www.opensource.org](http://www.opensource.org) or (b) any other license or other agreement that requires, as a condition of the use, modification or distribution of Software subject to such license or agreement, that such Software or other Software linked with, called by, combined or distributed with such Software be (i) disclosed, distributed, made available, offered, licensed or delivered in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (iv) redistributable at no charge.

“Other Seller Indemnified Matters” has the meaning specified in Section 6.2(a).

“Outstanding Receivable” means those outstanding receivables listed on Schedule 1.1(b).

“Outbound License Agreements” has the meaning specified in Section 3.9(a)(xii).

“Overpayment Amount” means the amount, if any, by which the Estimated Purchase Price exceeds the Final Purchase Price; *provided, however*, that the Overpayment Amount shall not exceed the amount of Adjustment Escrow Funds as of the Determination Date.

“Payoff Amount” the amount of Debt to be Repaid payable pursuant to the Payoff Letter.

“Payoff Letter” shall mean a letter or other agreement, in form and substance reasonably satisfactory to Buyer, from any Person to whom any Debt to be Repaid is owed, setting forth wire transfer instructions and the amount or amounts necessary to discharge in full the obligations owed to such Person in connection with such Debt to be Repaid or otherwise providing for the termination in full of such Debt to be Repaid and, in each case, providing for the full release of all Liens related thereto upon receipt of the payoff amounts and satisfaction of the conditions set forth therein.

“Permits” means all permits, licenses, authorizations, registrations, concessions, grants, franchises, certificates and waivers required by any Governmental Authority under any applicable Law.

“Permitted Liens” means (a) mechanics, materialmen’s and similar Liens with respect to any amounts not yet delinquent or which are being contested in good faith through (if then appropriate) appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (b) Liens for Taxes not yet delinquent or which are being contested in good faith through (if then appropriate) appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (c) Liens securing rental payments under capital lease agreements, (d) Liens on real property (including easements, covenants, rights of way and similar restrictions of record) that are matters of record that do not secure any monetary obligations and do not, individually or in the aggregate, materially interfere with the present uses of such real property, (e) Liens constituting a lease, sublease, license or occupancy agreement that gives any third party any right to occupy any real property and are listed on Schedule 1.1(c), (f) Liens referred to in the Financial Statements and (g) Liens described on Schedule 1.1(c).

“Person” means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, governmental agency or instrumentality or other entity of any kind.

“Personal Data” means any and all data that concerns an identified or identifiable person or is subject to Privacy and Security Laws.

“Post-Closing Representation” has the meaning specified in Section 7.16(a).

“Post-Closing Tax Period” means any taxable period that begins after the Closing Date and the portion of any Straddle Period that begins after the Closing Date.

“Pre-Closing Designated Persons” has the meaning set forth in Section 7.16(b).

“Pre-Closing Privileges” has the meaning set forth in Section 7.16(b).

“Pre-Closing Tax Period” means any taxable period that ends on or prior to the Closing Date and the portion of any Straddle Period that ends on the Closing Date.

“Preferred Bidding Status” means a small business, small disadvantaged business, historically underutilized business zone small business, women owned small business, veteran-owned small business, service-disabled veteran-owned small business status or other preferential status.

“Prior Seller Counsel” has the meaning specified in Section 7.16(a).

“Privacy and Security Laws” means all applicable Laws to the extent concerning the privacy or security of Personal Data, including the Federal Trade Commission Act, state Social Security number protection Laws and state data breach notification Laws.

“Privileged Materials” has the meaning specified in Section 7.16(c).

“Purchase Price” has the meaning set forth in Section 2.3.

“Purchase Price Allocation” has the meaning set forth in Section 5.8(b).

“Purchased Accounts Receivable” has the meaning set forth in Section 2.1(b)(xvi).

“Purchased Assets” has the meaning specified in Section 2.1(b).

“Related to the Business” means primarily related to, or primarily used or held for use in connection with, the Business.

“Remedies Exception” has the meaning specified in Section 3.2.

“Required by Law” has the meaning set forth in Section 5.3(c).

“Requisite Stockholder Consent” means the approval of this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby by the record owners of all of the issued and outstanding Voting Common Stock (as defined in the Seller Charter).

“Restricted Employee” means those employees listed on Schedule 5.3(a).

“Restricted Period” has the meaning set forth in Section 5.3(a).

“Restricted Split Interest” has the meaning set forth in Section 2.7(f).

“Retained Work” means those task orders, or portions thereof, listed on Schedule 1.1(d).

“Sanctioned Country” means any country or region that is, or has been in the last five years, the subject or target of a comprehensive embargo under Sanctions Laws (e.g., Cuba, Iran, North Korea, Sudan, Syria and the Crimea region of Ukraine).

“Sanctioned Person” means any Person that is the subject or target of Sanctions Laws or restrictions under Trade Control Laws, including (a) any Person listed on any list of

designated Persons maintained by the U.S. Treasury Department's Office of Foreign Assets Control; the U.S. Department of Commerce's Entity List, Denied Persons List, or Unverified List; any debarment or sanctions list maintained by the U.S. Department of State; or other U.S. or non-U.S. Governmental Authority under Sanctions Laws or Trade Control Laws; (b) where relevant under applicable Sanctions Laws or Trade Control Laws, any Person that is, in the aggregate, 50 percent or greater owned, directly or indirectly, or controlled by any such Person or Persons described in (a) or acting for or on behalf of such Person or Persons described in the foregoing clause (a); (c) any individual Person organized or ordinarily resident in, or entity based in, a Sanctioned Country; or (d) the Government of Venezuela, an unblocked national of Cuba, or any other Person subject to asset-blocking sanctions under applicable Sanctions Laws.

"Sanctions Laws" means applicable economic or financial sanctions or trade embargoes imposed, administered or enforced by relevant Governmental Authorities (to the extent consistent with U.S. law), including those administered by the U.S. government through the U.S. Treasury Department's Office of Foreign Assets Control or the U.S. Department of State; the European Union and its Member States; Her Majesty's Treasury of the United Kingdom; and the United Nations.

"Schedules" has the meaning specified in the first sentence of Article III.

"Security Incident" means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, availability, or security of an IT System, or involves the unauthorized access, use, loss, disclosure, alteration, destruction or modification of Personal Data or Confidential Information.

"Seller" has the meaning specified in the preamble.

"Seller 401(k) Plan" has the meaning specified in Section 5.4(d).

"Seller Benefit Plan" has the meaning specified in Section 3.10(a).

"Seller Charter" means the Certificate of Incorporation of Seller, as amended.

"Seller Indemnified Parties" has the meaning specified in Section 6.2(b).

"Seller Names and Seller Marks" means the names or Marks of Seller or any of its Affiliates, including names that use or contain "VION", "VION CORPORATION", or Seller's corporate symbols or logos, either alone or in combination with other words, and all Marks, monograms, domain names and other source identifiers confusingly similar to or embodying any of the foregoing either alone or in combination with other words, excluding Business Intellectual Property.

"Seller Privacy and Security Policies" means the policies, procedures, and other documents governing Seller's or any of its Subsidiaries' data privacy and information security controls and systems implementing those controls.



“Seller Retained Businesses” shall mean, except to the extent included in the Purchased Assets or the Assumed Liabilities, all the businesses conducted by Seller and its Affiliates other than the Business, in each case, as they exist as of the date hereof.

“Seller Retained Intellectual Property” shall mean any Intellectual Property owned or purported to be owned by the Seller or any of its Affiliates, other than Business Intellectual Property.

“Seller Transaction Expenses” means all liabilities of Seller and its Affiliates as of any date and time for unpaid amounts of the fees and expenses of professionals (including investment bankers, attorneys, accountants and other consultants and advisors) retained by Seller or its Affiliates that were incurred in connection with the consummation of the transactions contemplated hereby or the sale process in respect of the sale of all or any portion of Seller and/or any of its businesses, including the Business.

“Shared Contracts” shall mean those Contracts that relate to, or under which the rights of Seller or its Subsidiaries are exercised for the benefit of, both the conduct of the Business and the conduct of the Seller Retained Businesses, including those Contracts listed on Schedule 1.1(e).

“Shared Matter” has the meaning specified in Section 6.3(e).

“Shared Portion” shall mean that portion of rights, benefits, liabilities and obligations under any Shared Contract that is related to the Business or the Purchased Assets, such portion as set forth beside such Contract on Schedule 1.1(e).

“Software” means (a) all computer software, programs, applications (including for mobile devices), and software implementations of algorithms, models and methodologies; (b) databases in any form, database management code, data and compilations; (c) tool sets, development tools, compilers, library functions, higher level or “proprietary” languages, macros, member or user lists and information associated therewith, links, firmware, specifications, utilities, user and programming interfaces, menus, icons, templates, forms, methods of processing, software engines, and platforms; (d) all versions, updates, corrections, enhancements, replacements and modifications of the foregoing as of the Closing Date; and (e) all related documentation (including user manuals, developer notes, comments and annotations), diagrams, descriptions, computer print-outs, underlying tapes and materials, in each case, whether in source code, object code or any other form.

“Specified Matter” has the meaning specified in Section 6.2(a).

“Specified Matter Escrow Account” means a separate escrow account established pursuant to the terms of the Escrow Agreement to hold the Specified Matter Escrow Funds.

“Specified Matter Escrow Amount” means an amount equal to \$12,500,000.

“Specified Matter Escrow Funds” means the amounts held in the Specified Matter Escrow Account, including any dividends, interest, distributions and other income received in

respect thereof, less any losses on investments thereof, less distributions thereof in accordance with this Agreement and the Escrow Agreement.

“Straddle Period” means any taxable period that begins on or before, and ends after, the Closing Date.

“Subcontract Pending Novation” has the meaning specified in Section 2.9(a)(iv).

“Subsidiary” means, with respect to a Person, a corporation or other entity of which 50% of the voting power of the equity securities or equity interests is owned, directly or indirectly, by such Person.

“Successor in Interest” has the meaning specified in Section 7.4(b).

“Tangible Assets” means all tangible personal property assets, including hardware, machinery, vehicles, fixtures, furniture, supplies, inventory, accessories, materials, equipment, parts, tooling, tools, molds, finished goods, raw materials, works in progress, packaging, office equipment, computers, telephones, and all other tangible personal property or assets.

“Tax Returns” means any return, declaration, report, statement, information statement or other document filed or required to be filed with respect to Taxes, including any claims for refunds of Taxes and any amendments or supplements, schedules or attachments of any of the foregoing and including any extension requests with respect to any of the foregoing.

“Taxes” means (a) all federal, state, local, foreign or other tax of any kind whatsoever, including all income, gain, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital, ad valorem, value added, inventory, franchise, profits, license, withholding, social security (or similar), unemployment, disability, severance, real property, personal property, sales, use, goods and services, transfer, registration, alternative or add-on minimum, or estimated tax, and including any interest, penalty or addition thereto, (b) any liability for the payment of any amounts of the type described in the foregoing clause (a) as a result of being (or ceasing to be) a member of an affiliated, consolidated, combined, unitary, aggregate or similar group for any Tax period, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar applicable federal, state, local or foreign Tax Law, and (c) any liability for the payment of any amounts of the type described in the foregoing clause (a) or (b) as a result of being a transferee or successor to any Person, as a result of any secondary liability, or as a result of any express or implied obligation to indemnify, or assume the liabilities of, any other Person.

“Third Party Claim” has the meaning specified in Section 6.3(a).

“Top Vendors” has the meaning specified in Section 3.22.

“Trade Control Laws” means all applicable trade, export control, import/customs, and antiboycott Laws imposed, administered, or enforced by (a) U.S. governmental authorities, including the Arms Export Control Act (22 U.S.C. § 1778); the Export Control Reform Act of 2018 (Pub. L. 115-232); the International Emergency Economic Powers Act (50 U.S.C. §§

1701–1706); Section 999 of the Internal Revenue Code; Title 19 of the U.S. Code; the International Traffic in Arms Regulations (“ITAR,” 22 C.F.R. Parts 120-130); the Export Administration Regulations (“EAR,” 15 C.F.R. Parts 730-774); the U.S. customs regulations at 19 C.F.R. Chapter 1; the Foreign Trade Regulations (“FTR,” 15 C.F.R. Part 30); and all applicable ATF regulations, including 27 C.F.R. Parts 447–479 and Part 555; and (b) any other jurisdiction, except to the extent inconsistent with U.S. law.

“Transaction Confidentiality Agreement” means any confidentiality agreement with a prospective purchase or purchasers of Seller or any portion of the business of Seller and its Subsidiaries, the Business or any portion thereof.

“Transaction Documents” means the Transition Services Agreement, the Domain Name Assignment Agreement, the Bill of Sale, the Subcontract Pending Novation and the Escrow Agreement.

“Transfer Taxes” means any and all direct and indirect transfer, documentary, sales, use, stamp, registration, goods and services, value added, recording, and other similar Taxes and fees imposed in connection with the sale of the Purchased Assets contemplated by this Agreement.

“Transition Services Agreement” has the meaning specified in Section 2.9(a)(i).

“Underpayment Amount” means the amount, if any, by which the Final Purchase Price exceeds the Estimated Purchase Price; *provided, however*, the Underpayment Amount shall not exceed the amount of Adjustment Escrow Funds as of the Determination Date.

“Wind-Down Date” has the meaning specified in Section 5.10(b).

## Section 1.2 Construction.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” “hereto” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article,” “Section,” “Schedule,” “Annex” or “Attachment” refer to the specified Article or Section of, or Schedule, Annex or Attachment to, this Agreement; (v) the word “including” shall mean “including, without limitation”, (vi) the word “or” shall be disjunctive but not exclusive and (vii) references herein to any Person include the successors and permitted assigns of that Person.

(b) Unless the context of this Agreement otherwise requires, references to agreements and other documents shall be deemed to include all subsequent amendments and other modifications thereto.

(c) Unless the context of this Agreement otherwise requires, references to statutes shall include all subsequent amendments and other modifications thereto, and all rules and regulations promulgated thereunder.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and any such period shall exclude the date specified as the beginning of the period and shall conclude on the final day of such period; provided that, if the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business Day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day.

(e) The phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”.

(f) The phrases “provided to Buyer” or “made available to Buyer” or words of similar import, mean providing the referenced materials to Buyer or any of its representatives in any format or otherwise making the referenced materials available to Buyer or its representatives, including in the online data room organized by Intralinks in connection with the transactions contemplated hereby, in each case, at least two days prior to the date hereof.

(g) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP.

(h) All amounts payable pursuant to this Agreement shall be paid in U.S. dollars, and all references to “\$” or “dollars” shall mean the lawful currency of the United States of America.

(i) Headings of the Articles and Sections of this Agreement, and the Table of Contents are for convenience of the Parties only, and shall be given no substantive or interpretative effect whatsoever.

(j) The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties to express their mutual intent and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement, nor shall any rule of strict construction be applied against any party.

Section 1.3 Knowledge. As used herein, the phrase “to the knowledge” of any Person shall mean the actual knowledge (after reasonable inquiry) of, (a) in the case of Seller, Tom Frana, Neill Blue and Rob Davies, and (b) in the case of Buyer, Aneal Krishnan and Matt Middleton.

## **ARTICLE II. PURCHASE AND SALE**

### **Section 2.1 Purchase and Sale.**

(a) On the terms and subject to the conditions set forth in this Agreement, at the Closing (i) subject to Section 2.7, Seller shall, or shall cause its applicable Subsidiary to, directly or indirectly, sell, assign, transfer and deliver to Buyer, and Buyer shall purchase from

Seller or such applicable Subsidiary, all of the Purchased Assets, and (ii) Buyer shall assume, discharge and perform when due, and indemnify Seller and its Affiliates from and against, all of the Assumed Liabilities. Notwithstanding anything herein to the contrary, (A) from and after the Closing, Seller and its Subsidiaries shall retain all of their respective rights, titles and interests in and to, and there shall be excluded from the sale, conveyance, assignment and transfer to Buyer hereunder, the Excluded Assets, and (B) Buyer and its Affiliates shall have no obligations with respect to, and Seller shall indemnify Buyer and its Affiliates from and against, any of the Excluded Liabilities, and Seller shall remain responsible for paying, performing and discharging when due all Excluded Liabilities.

(b) Purchased Assets. As used herein, the term “Purchased Assets” means, collectively, all of Seller’s and its Subsidiaries’ right, title and interest in, to and under the following assets and properties as of the Closing:

(i) all Business Intellectual Property, together with (A) the right to sue and recover any unrecovered damages and payments for past, present and future infringement, misappropriation, violation, or conflict of or any of the foregoing and all rights to protection of interests therein, (B) all income, royalties and payments receivable with respect to any of the foregoing, (C) all proceedings, claims, and rights of recovery with respect to any of the foregoing, (D) any and all corresponding rights throughout the world with respect any of the foregoing and (E) all tangible embodiments of the Business Intellectual Property;

(ii) all Tangible Assets Related to the Business, including the Tangible Assets or listed on Schedule 2.1(b)(ii) (the “Business Tangible Assets”);

(iii) all goodwill and the going concern value to the extent related to the Business, the Purchased Assets or the Assumed Liabilities;

(iv) all Contracts Related to the Business (subject to Section 2.1(b)(v) and Section 2.7 and other than Business Real Property Leases and the Excluded Contracts), including the Contracts listed on Schedule 2.1(b)(iv) (the “Business Contracts”);

(v) the rights, benefits, privileges or claims (but not the underlying Contract) of Seller or any of its Subsidiaries under the Shared Portion of each Shared Contract, subject to Section 2.7;

(vi) all Government Bids which have not expired and for which award has not been issued, including the Government Bids listed on Schedule 2.1(b)(vi);

(vii) the leasehold interests of Seller under the real property leases, subleases, licenses and occupancy agreements (“Business Real Property Leases”) governing the leased real property listed on Schedule 2.1(b)(vii), together with all improvements, fixtures and appurtenances thereto Related to the Business (the “Business Leased Real Property”);

(viii) any asset set forth in the current assets in the calculation of Closing Net Working Capital;

(ix) as of the Closing, all of Seller's and its Subsidiaries' respective rights under warranties, indemnitees and all similar rights against third parties to the extent Related to the Business, the Purchased Assets or the Assumed Liabilities;

(x) all Permits Related to the Business (the "Business Permits");

(xi) true and complete originals (or, if originals are not available, copies) of all files, documents, books and records that are Related to the Business that are owned by Seller or in the possession of Seller or any of its Affiliates or Subsidiaries, including (A) customer and supplier lists, invoices and purchase orders, sales and pricing data, price lists, sales material and records (including pricing history, total sales, term and conditions of sale, sales and pricing policies and practices), customer purchasing histories, customer complaints and inquiry files, supplier records, customer correspondence, product data, manuals, sales and promotional literature, technical information, drawings, specifications and other engineering data, including data and files constituting Business Intellectual Property, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, distribution lists, production data, quality control records and procedures, research and development files, records and data (including all correspondence with any Governmental Authority), strategic plans, internal financial statements, marketing and promotional surveys, and material and research, data and files and other records Related to the Business (but excluding, for the avoidance of doubts any Tax records that relate to Seller's business generally), (B) to the extent permitted by applicable Law, all employee and personnel records primarily related to the Continuing Employees and (C) any Tax files, documents, books and records, but excluding, for the avoidance of doubt, any Tax files, documents, books and records that are related to Seller's business generally or solely to the Excluded Assets (collectively, the documents, books and records described in the foregoing, the "Business Records");

(xii) all Contract templates, form Contracts, general policies and procedures, advertising, marketing, sales and promotional materials, including forms, labels, shipping materials, catalogues, sales brochures, operating manuals and instructional documents, in the possession of Seller or its Affiliates or Subsidiaries Related to the Business;

(xiii) other than to the extent constituting or to the extent relating to an Excluded Asset or an Excluded Liability, all rights under or with respect to any claims, counterclaims, causes of action, choses in action, rights of recovery, rights of set-off, credit and other rights of recoupment and all rights and claims under transferable warranties, including recoveries by settlement, judgment or otherwise in connection therewith, relating to the Purchased Assets or Assumed Liabilities, in each case, arising from and after the Closing;

(xiv) all rights related to Assumed Liabilities;



(xv) subject to the Section 2.7, all of Seller's and its Affiliates' respective rights and interests under any Transaction Confidentiality Agreement relating to the Business;

(xvi) any rights to refunds of Taxes that constitute Assumed Liabilities;  
and

(xvii) all accounts receivable (a) arising on or after the Closing Date and relating to the Business and (b) included in the final determination of the Closing Statement (clauses (a) and (b), collectively, the "Purchased Accounts Receivables").

(c) Excluded Assets. As used herein, the term "Excluded Assets" means, collectively, all of the assets and properties of Seller and its Subsidiaries other than the Purchased Assets. Without limiting the generality of the foregoing, the Excluded Assets shall include the following assets and properties:

(i) all Intellectual Property owned by Seller or any of its Subsidiaries other than the Business Intellectual Property and Inbound License Agreements included in Business Contracts;

(ii) all Tangible Assets other than the Business Tangible Assets;

(iii) all rights, title and interest in, to and under (A) the Contracts identified on Schedule 2.1(c)(iii) and (B) any collective bargaining agreement (the "Excluded Contracts");

(iv) all rights, title and interest in, to and under the Shared Contracts, other than to the extent provided in Section 2.1(b)(v) and subject to Section 2.7;

(v) All (A) owned real property and any improvements, fixtures and appurtenances thereto and (B) leasehold interests of Seller under any real property leases, subleases, licenses and occupancy agreements other than the Business Real Property Leases;

(vi) all Permits of Seller and its Subsidiaries other than the Business Permits;

(vii) all original books and records that contain information relating to any business or activity of Seller or any of its Affiliates not forming a part of the Business, or any employee of Seller or any of its Affiliates who is not a Continuing Employee, excluding, in each case, the Business Records;

(viii) all rights to Tax refunds, deductions, credits and similar benefits (A) in respect of the Purchased Assets with respect to a Pre-Closing Tax Period (except, for the avoidance of doubt, any such refunds, deductions, credits or benefits that relate to Taxes that constitute Assumed Liabilities) or (B) with respect to the Excluded Assets;

(ix) all cash, cash equivalents and marketable securities of Seller and its Subsidiaries;

(x) all rights and claims of Seller and its Affiliates under this Agreement or any of the Transaction Documents;

(xi) all capital stock or any other securities of Seller and its Affiliates or any other Person;

(xii) the assets relating to Seller Benefit Plans (other than the employment records described in Section 2.1(b)(xi));

(xiii) the Seller Retained Businesses and, except if and to the extent constituting a Purchased Asset, all assets and properties owned, licensed or otherwise used in connection with the Seller Retained Businesses;

(xiv) all Privileged Materials;

(xv) the Seller Names and Seller Marks (subject to the trademark licenses granted by Seller to Buyer or its Affiliates in Section 5.10), together with any Contracts granting rights to use the same (provided that such Contracts do not constitute Business Contracts or Shared Contracts);

(xvi) all accounts receivable arising prior to the Closing Date and relating to the Business, other than the Purchased Accounts Receivable; and

(xvii) all rights related to Excluded Liabilities.

(d) Assumed Liabilities. As used herein, the term “Assumed Liabilities” means, collectively, the following liabilities and obligations (other than the Excluded Liabilities set forth in clauses (i) through (viii) of Section 2.1(e)):

(i) all liabilities included in the calculation of Closing Net Working Capital;

(ii) all liabilities assumed or agreed to be performed by Buyer under the terms of this Agreement or any other Transaction Document;

(iii) all liabilities and obligations for (A) property Taxes relating to the Business or the Purchased Assets for any Post-Closing Tax Period and (B) Taxes for which Buyer is liable pursuant to Section 5.8; and

(iv) all liabilities and obligations in respect of the Business Contracts and the Business Real Property Leases required to be performed following the Closing or with respect to events or occurrences arising following the Closing;

(v) all liabilities and obligations in respect of the Business Intellectual Property in existence prior to the Closing, other than liabilities and obligations of the specific type described in clauses (i) through (iv) of this Section 2.1(d); and

(vi) all other liabilities and obligations of Seller or any of its Affiliates, to the extent related to the Business and the Purchased Assets, in each case, with respect to events arising following the Closing, other than liabilities and obligations of the specific type described in clauses (i) through (iv) of this Section 2.1(d).

(e) Excluded Liabilities. As used herein, the term “Excluded Liabilities” means, collectively, all liabilities and obligations of Seller and its Subsidiaries other than the Assumed Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following liabilities:

(i) all Debt of Seller and its Subsidiaries;

(ii) all Seller Transaction Expenses;

(iii) all Excluded Employee Liabilities, except as explicitly provided in Section 5.4;

(iv) all liabilities assumed or agreed to be performed by Seller under the terms of this Agreement or any other Transaction Document.

(v) all liabilities and obligations for (A) Taxes of Seller or any of its Affiliates for any taxable period (excluding for the avoidance of doubt any Taxes allocated to Buyer under Section 5.8), (B) Taxes allocated to Seller under Section 5.8(a), or (C) property Taxes attributable to the Purchased Assets for any Pre-Closing Tax Period (for the avoidance of doubt, any property Taxes attributable to the portion of any Straddle Period that ends on the Closing Date shall be determined in accordance with Section 5.8(a));

(vi) all liabilities and obligations in respect of the Business Contracts and the Business Real Property Leases required to be performed prior to the Closing or with respect to event or occurrences arising prior to the Closing;

(vii) all other liabilities and obligations of Seller or any of its Affiliates, to the extent related to the Business and the Purchased Assets, in each case, with respect to events occur arising prior to the Closing, other than liabilities and obligations of the specific type described in clauses (i) through (vi) of this Section 2.1(e); and

(viii) any liability to the extent arising out of or relating to the Excluded Assets or the Seller Retained Businesses.

**Section 2.2 Closing.** The closing of the transactions contemplated hereby (the “Closing”) shall take place remotely via the electronic exchange and release of documents and signatures on the date hereof (the “Closing Date”).

Section 2.3 Purchase Price. The aggregate consideration for the Purchased Assets and the other obligations of Seller pursuant to this Agreement (the “Purchase Price”) shall be paid by Buyer to Seller at the Closing and shall include (a) an amount in cash equal to the Final Purchase Price as determined in accordance with Section 2.5; and (b) assumption of the Excluded Liabilities.

Section 2.4 Estimated Closing Statement. Schedule 2.4 sets forth Seller’s written statement (the “Estimated Statement”), which has been prepared in accordance with the Accounting Principles, setting forth, in reasonable detail Seller’s good faith estimate of (a) Closing Net Working Capital (“Estimated Closing Net Working Capital”), (b) the Estimated Closing Net Working Capital Adjustment Amount resulting therefrom, (c) the Additional Adjustment Amount (the “Estimated Additional Adjustment Amount”) and (d) Estimated Purchase Price resulting from the foregoing.

Section 2.5 Purchase Price Adjustment.

(a) Promptly following the Closing Date, and in any event within 90 days following the Closing Date, Buyer shall prepare and deliver to Seller a written statement (the “Closing Statement”), which shall be prepared in accordance with the Accounting Principles, setting forth, in reasonable detail, Buyer’s good faith estimate of (i) Closing Net Working Capital, (ii) the Closing Net Working Capital Adjustment Amount resulting therefrom, (iii) the Additional Adjustment Amount and (iv) Closing Purchase Price resulting from the foregoing.

(b) Following the Closing, Buyer shall provide Seller and its representatives, if applicable, reasonable access to the records, documents, personnel and work papers of Buyer and its Subsidiaries solely relating to the preparation of the Closing Statement and shall cause the personnel of Buyer and its Subsidiaries to reasonably cooperate, during normal business hours and in a manner that does not unreasonably interfere with the operation of the Business or the other businesses of Buyer and its Subsidiaries, to the extent reasonably necessary with Seller in connection with its review of the Closing Statement.

(c) If Seller shall disagree with such calculation of any of the Closing Statement, it shall notify Buyer of such disagreement in writing (the “Notice of Disagreement”), setting forth in reasonable detail the particulars of such disagreement, within 30 days after its receipt of the Closing Statement. In the event that Seller does not provide a Notice of Disagreement within such 30-day period, Seller and Buyer shall be deemed to have agreed to the Closing Statement delivered by Buyer, which shall be final, binding and conclusive for all purposes hereunder. In the event a Notice of Disagreement is timely provided, Buyer and Seller shall use reasonable best efforts for a period of 30 days (or such longer period as the Parties may mutually agree in writing) to resolve the disagreements set forth in the Notice of Disagreement. If, at the end of such period, they are unable to resolve such disagreements, then any such remaining disagreements shall be resolved by a nationally recognized independent public accounting firm reasonably agreed upon by Buyer and Seller in writing (the “Auditor”). Each of Buyer and Seller (i) shall promptly provide their respective assertions regarding such remaining disputed items in writing to the Auditor and to each other, and (ii) shall have the opportunity to provide to the Auditor and to the other a written response to the other’s written assertions promptly after receipt thereof. The Auditor shall be instructed to render its determination with

respect to such disagreements as soon as reasonably possible (which the Parties agree should not be later than 30 days following the day on which the disagreement is referred to the Auditor). The Auditor shall base its determination solely on (A) the written submissions of the Parties and shall not conduct an independent investigation and (B) the extent (if any) to which Closing Net Working Capital, the Closing Net Working Capital Adjustment Amount, the Additional Adjustment Amount, or the Closing Purchase Price requires adjustment (only with respect to the remaining disagreements submitted to the Auditor for determination) in order to be determined in accordance with Section 2.5; provided that the Auditor, in resolving such disputed items, shall not assign to any disputed item a value greater than the greatest value, or less than the smallest value, for such disputed item assigned by Buyer (in the Closing Statement) or Seller (in the Notice of Disagreement). Without limiting the foregoing, in no event shall either Buyer or Seller (1) communicate (or permit any of its Affiliates or representatives to communicate) with the Auditor without providing the other Party a reasonable opportunity to participate in such communication or (2) make (or permit any of its Affiliates or representatives to make) a written submission to the Auditor unless a copy of such submission is substantially simultaneously provided to the other Party. The determination of the Auditor shall be final, conclusive and binding on the Parties. All negotiations pursuant to this Section 2.5(c) shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and comparable state rules of evidence. Buyer and Seller acknowledge and agree that the Auditor shall be functioning solely as an expert and not as an arbitrator. The date on which the Closing Statement is finally determined in accordance with this Section 2.5(c) is hereinafter referred to as the “Determination Date”. All fees and expenses of the Auditor relating to the work, if any, to be performed by the Auditor hereunder shall be borne pro rata as between Buyer, on the one hand, and Seller, on the other hand, in proportion to the allocation of the dollar value of the amounts in dispute as between Buyer and Seller and submitted to the Auditor for resolution made by the Auditor such that the party prevailing on the greater dollar value of such disputes pays the lesser proportion of the fees and expenses. For example, if Seller challenges items underlying the Closing Statement in the net amount of \$1,000,000 (all of which is submitted to the Auditor for resolution), and the Auditor determines that Buyer has a valid claim for \$400,000 of the \$1,000,000, Buyer shall bear 60% of the fees and expenses of the Auditor and Seller shall bear the remaining 40% of the fees and expenses of the Auditor as a Seller Transaction Expense.

(d) Within 10 Business Days following the Determination Date:

(i) if an Overpayment Amount exists, Buyer and Seller shall execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disperse, pursuant to the written payment instructions of such Party delivered to the Escrow Agent in accordance with the Escrow Agreement, *first* (A) to Buyer, an amount equal to such Overpayment Amount; and *thereafter* (B) to Seller, any remaining Adjustment Escrow Funds, after giving effect to the disbursement set forth in the foregoing clause (A);

(ii) if an Underpayment Amount exists, (A) Buyer shall pay, or cause to be paid, to Seller by wire transfer of immediately available funds to one or more accounts designated by Seller, an amount equal to such Underpayment Amount; and (B) Buyer and Seller shall execute and deliver joint written instructions to the Escrow

Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Seller delivered to the Escrow Agent in accordance with the Escrow Agreement, to Seller any Adjustment Escrow Funds; or

(iii) if neither an Overpayment Amount nor an Underpayment Amount exists, Buyer and Seller shall execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Seller delivered to the Escrow Agent in accordance with the Escrow Agreement, to Seller any Adjustment Escrow Funds.

The Adjustment Escrow Funds shall be the sole and exclusive source of recovery for the amount of any Overpayment Amount, and all claims for any portion of the Overpayment Amount shall be asserted solely against the Adjustment Escrow Funds in accordance with the foregoing clause (i) of this Section 2.5(d). Buyer and Seller will share equally the payment of any fees and expenses payable to the Escrow Agent pursuant to the Escrow Agreement. For the avoidance of doubt, Buyer's obligations pursuant to this Section 2.5(d) shall be capped at an amount equal to the amount of Adjustment Escrow Funds as of the Determination Date, and in no event shall Buyer be obligated to make any payment in excess of such amount. Any payments made by or on behalf of a Party pursuant to this Section 2.5(d) shall be treated as adjustments to the Purchase Price hereunder, and no Party shall take any position inconsistent with such characterization (including for Tax purposes), in each case, except as may be required by applicable Law.

Section 2.6 Withholding. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall be entitled to deduct and withhold from any consideration or other amounts payable to any Person pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the payment of such consideration or other amounts under any provision of U.S. federal, state, local, or non-U.S. Tax Law. Any amounts so deducted and withheld shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made.

Section 2.7 Approvals and Consents; Shared Contracts.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an assignment, sale, transfer, conveyance, delivery, license or sublicense (a "Transfer") or an attempted Transfer to Buyer or any Subsidiary or Affiliate of Buyer (each such Subsidiary or Affiliate, an "Other Buyer") of (i) any Purchased Asset (including any confidential or proprietary information or data of any third party) or any claim, right or benefit arising under or resulting from such Purchased Asset or (ii) any Assumed Liability, in each case, if and for so long as the Transfer or attempted Transfer to Buyer or any Other Buyer thereof, without the Consent of a third party, would constitute a breach or other contravention of the rights of such third party or the terms of such Purchased Asset or Assumed Liability, would violate applicable Law, or would in any way adversely affect the rights of Seller or its Subsidiaries or, upon Transfer, of Buyer or its Affiliates with respect to such Purchased Asset or Assumed Liability (such assets and liabilities being collectively referred to herein as "Restricted Items"); provided that the relevant Restricted Item to which such Consent relates shall be deemed to be automatically Transferred to Buyer for no additional consideration upon



the date such Consent is obtained. Applicable Transfer Taxes in connection with such Transfer shall be paid in accordance with Section 5.8.

(b) Each Party shall use, and shall cause their respective Subsidiaries to use, reasonable best efforts, and shall reasonably cooperate with each other, to promptly obtain or to cause to be promptly obtained any Consent required to Transfer to Buyer all of the Restricted Items and all rights and obligations of Seller and its Subsidiaries thereunder or set forth on Schedule 2.7(b); provided that neither Party shall be required to pay any money or make any other transfer of value to any third party to obtain any such Consent except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Restricted Item. In furtherance of these efforts, promptly, but in any event not more than 10 Business Days after the Closing Date, Seller, in coordination with Buyer, shall submit Consent requests to the counterparty for each Current Government Contract that is a Restricted Item. Each such request shall be made in a manner and form reasonably acceptable to Buyer. For the avoidance of doubt, Seller's obligation to submit any Consent requests to a Governmental Authority regarding a Novating Government Contract is addressed in Section 2.7(k).

(c) To the extent permitted by applicable Law, Buyer and Seller shall request that each Governmental Authority or Person whose Consent is requested treat all information, documents and other materials submitted to such Person as confidential in connection with such request.

(d) Each of the Parties shall keep the other Party fully informed, on a current and timely basis, as to the progress of such Consents and provide copies of all letters, correspondence, and other material documents to or from any third party with respect thereto. Seller shall coordinate with Buyer in advance of any further submissions or other material communication with any third parties regarding such Consents. Notwithstanding anything to the contrary in this Agreement, neither Seller nor any of its Subsidiaries shall agree to any modification of any term of or condition in any Business Contract or commit on behalf of Buyer or the Business to any post-Closing obligation, in each case, in order to obtain any such Consent, except with the prior written consent of Buyer.

(e) To the extent that any Restricted Item cannot be transferred to Buyer in compliance with Section 2.7(a) and Section 2.7(b), Seller and its Subsidiaries shall (i) act as Buyer's agent in order to obtain for Buyer or an Other Buyer, as applicable, the benefits of each such Restricted Item, (ii) use reasonable best efforts to provide Buyer and its Subsidiaries with the economic and operational equivalent of the Transfer of such Restricted Item, (iii) cooperate with Buyer and its Subsidiaries, at Seller's reasonable expense, to enforce any rights available against any other party related to such Restricted Item, and (iv) cooperate with Buyer in any reasonable arrangement designed to provide to Buyer or an Other Buyer, as applicable, the benefits of such Restricted Item. Neither Seller nor any of its Subsidiaries shall amend, supplement, extend, renew or otherwise modify the terms of such Restricted Item in any manner adverse to the Business, Buyer or any of its Affiliates unless Buyer gives its prior written consent; provided that, without limitation of the foregoing, to the extent the terms of any such Restricted Item are amended, supplemented, extended, renewed or otherwise modified, Seller shall promptly thereafter deliver to Buyer true, complete and correct copies of any documentation with respect to the foregoing. Assuming the compliance of Seller and its

Subsidiaries with the other provisions of this Section 2.7(d), Buyer and its Affiliates shall pay, perform and discharge fully the liabilities and obligations of Seller or such Subsidiaries under such Restricted Item from and after the Closing in accordance with Section 2.1(b)(xvii) as if such Restricted Item is an Business Contract. Seller and each of its Subsidiaries shall hold in trust for and pay to Buyer promptly upon receipt thereof, any income, proceeds and other monies received by Seller or such Subsidiary to the extent related to any Restricted Item in connection with this arrangement under this Section 2.7(d). In the event that the term of any such Restricted Item is expiring, or there is any opportunity for extension or renewal, then (A) Seller shall inform Buyer of the foregoing at least 15 Business Days prior to such expiration or deadline pursuant to the terms of such Contract that notice or agreement with respect to such extension or renewal is required to be effected and (B) Seller shall, to the extent requested by Buyer, either extend or renew the terms of such Purchased Asset.

(f) In the event that any Shared Contract is eligible for renewal, each of the Parties shall use its reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party, except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Shared Contract) to renew such Shared Contract as a separate Contract for each of Seller and Buyer as a Buyer Shared Contract and a Seller Shared Contract; provided, further, that no Party shall renew any Shared Contract such that such Shared Contract would continue to apply to both the Business (and the Purchased Assets), on the one hand, and the Seller Retained Businesses (and the Excluded Assets), on the other hand, without the prior written consent of each of Buyer and Seller (not to be unreasonably withheld, conditioned or delayed by either Party). As promptly as practicable, Seller and Buyer shall jointly approach the applicable contractual counterparty to each Shared Contract to seek its consent to such split and transfer. If an attempted Transfer of a Shared Contract, without the Consent of a third party, would constitute a breach or other contravention of the rights of such third party or would in any way adversely affect the rights of Seller or its Subsidiaries with respect to such Shared Contract or, upon Transfer, of Buyer or its Affiliates with respect to such Shared Contract, as applicable (each, a “Restricted Split Interest”), then (i) Seller shall use reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party, except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Shared Contract) to obtain all requisite Consents to Transfer to Buyer such Restricted Split Interest prior to Closing (and, to the extent not obtained prior to the Closing, shall continue to use reasonable best efforts following the Closing Date to obtain such Consents), and (ii) Buyer shall cooperate and use reasonable best efforts (but without any payment of money or other transfer of value by any Party to any third party, except to the extent of any payment or liability that was already due and payable prior to the Transfer of such Shared Contract) to assist Seller in obtaining such Consents.

(g) With respect to each Shared Contract, each of the Parties agrees to the allocation to Buyer of rights and obligations, including revenues, corresponding to the Shared Portion of such Shared Contract, as set forth on Schedule 2.7(g), on the one hand, and the allocation to Seller of all remaining rights and obligations, including revenues, under such Shared Contract. For the avoidance of doubt, the Shared Portion of each Shared Contract is Seller’s good faith estimate of the rights and obligations under such Shared Contract that relate to the Business (and the Purchased Assets).

(h) From and after the Closing, if, and as long as, any split of any Shared Contract cannot be realized:

(i) Seller and its Subsidiaries shall (A) make available to Buyer a correct and complete copy (including all amendments and modifications thereto) of any such Shared Contract; (B) cooperate with Buyer, at Buyer's expense, to enforce any rights available against any other party to any such Shared Contract with respect to the Shared Portion of such Shared Contract and (C) not amend, supplement, extend, renew or otherwise modify any such Shared Contract in any manner adverse to Buyer with respect to the Shared Portion unless Buyer gives its prior written consent; and

(ii) assuming the compliance of Seller and its Subsidiaries with the provisions of Section 2.7(g), Buyer and its Affiliates shall pay, perform and discharge fully the liabilities and obligations of Seller or such Subsidiaries under the Shared Portion of such Shared Contract in accordance with Section 2.1(b)(xvii) as if such Shared Portion is an Business Contract.

(i) For the avoidance doubt, the Parties agree and acknowledge that neither Section 2.7(f) nor Section 2.7(g) shall create any subordinate or prime-subcontractor relationship between the Parties for purposes of implementing the provisions thereof.

(j) In the event that there are any Contracts for the purchase of products or services from or by Seller or any of its Subsidiaries that were not included in the Purchased Assets or the Assumed Liabilities and that were not specifically excluded from the Transfers under this Agreement, but that would have been Transferred to Buyer as part of this Agreement but for the fact that such Contract was not identified, discovered or located until after the Closing or inadvertently was not assigned (each, a "Later Discovered Contract"), to the extent permitted under the terms and conditions of such Later Discovered Contract, Buyer and Seller agree to cooperate and take such actions as may be necessary to cause such Later Discovered Contract, or the applicable rights or obligations under such Later Discovered Contract, to be assigned to Buyer for no additional consideration and, upon such assignment, such Later Discovered Contract, or the applicable rights or obligations under such Later Discovered Contract, shall be deemed to be an Business Contract hereunder. To the extent that a Later Discovered Contract constitutes a Restricted Item or a Shared Contract, it shall be treated in accordance with the foregoing provisions of this Section 2.7; provided that, with respect to any Later Discovered Contract that constitutes a Shared Contract, for purposes of Section 2.7(f), Buyer and Seller shall mutually agree in good faith on the Shared Portion of such Later Discovered Contract.

(k) Schedule 2.7(k) sets forth a true, complete and accurate list of each Novating Government Contract. Without limiting the generality of Section 2.7(b), within 10 Business Days after Closing, Seller shall (i) submit one or more novation or assignment requests for the Contracts set forth on Schedule 2.7(k) to the responsible contracting officer(s) for novation or assignment of such Novating Government Contracts (the "Novation Packages"), and (ii) use reasonable best efforts to secure novation approval(s) or assignments following submission of the Novation Packages. A Novation Package addressing Novating Government Contracts in which the counterparty is a Governmental Authority that is a U.S. federal executive branch agency shall be made in the form and manner prescribed by FAR Subpart 42.12. Where

the counterparty is a Governmental Authority that is not a U.S. federal executive branch agency (including state or local government entities and U.S. federal legislative or judicial branch agencies) Seller and Buyer shall mutually agree on the form of Novation Package to submit. Seller and Buyer may mutually determine to seek a novation with respect to any other Business Contracts. Seller shall provide Buyer with a draft copy of each Novation Package before submission and incorporate reasonable changes provided by Buyer. Seller shall keep Buyer informed on a regular basis and in reasonable detail of the status of its efforts, and shall coordinate with Buyer in advance of any further submissions or other material communication. Buyer shall reasonably cooperate with, and shall cause its Subsidiaries and Affiliates to reasonably cooperate with, Seller (including, where necessary, entering into appropriate instruments of assumption as reasonably requested and with reasonable and customary terms) to cause such novation or assignment to be obtained. For the avoidance of doubt, pursuant to Section 2.1(a) Seller shall have assigned to Buyer all rights and benefits of Seller under any Business Contract that is subject to novation or assignment, and, pursuant to Section 2.1(b)(xvii), Buyer shall have assumed from Seller all liabilities and obligations of Seller under any Business Contract that is subject to novation or assignment, irrespective whether such novation or assignment is deemed to create a new Contract under applicable Law. Without limiting the generality of Section 2.7(f), Seller or one of its Affiliates or Subsidiaries and Buyer or one of its Affiliates or Subsidiaries shall enter the Subcontract Pending Novation upon the Closing.

**Section 2.8     Title Passage; Delivery of the Purchased Assets.**

(a)     Upon the Closing, all of the right, title and interest of Seller (except as otherwise set forth in this Section 2.8, including any risk of loss) in and to all of the Purchased Assets shall pass to Buyer, and Buyer shall assume all Assumed Liabilities; provided, however, that Buyer may elect (by notice to Seller) to require Seller to convey any of the Purchased Assets or Assumed Liabilities to an Other Buyer rather than to Buyer, at Buyer's cost and expense, and Seller shall comply with any such election by transferring to Buyer or an Other Buyer, as applicable, such Purchased Assets or Assumed Liabilities, and proper assignments, conveyances and bills of sale (including the Bill of Sale) sufficient to convey to Buyer or such Other Buyer, as applicable, good and marketable title to all of the Purchased Assets, free and clear of all Liens (other than Permitted Liens), and assign to Buyer or such Other Buyer, as applicable, all of the Assumed Liabilities.

(b)     The Business Tangible Assets shall (i) if located at a facility that constitutes Business Leased Real Property on the Closing Date, be delivered to Buyer or an Other Buyer, as applicable, at such facility at Seller's cost and expense, and (ii) if not located at a facility that constitutes Business Leased Real Property on the Closing Date, be delivered to Buyer or an Other Buyer, as applicable, in accordance with the remainder of this Section 2.9(b). Buyer will, at Seller's cost and expense, arrange for the removal and relocation of any Business Tangible Assets described by clause (ii) of the first sentence of this Section 2.9(b) to a facility of Buyer or one of its Affiliates or Subsidiaries within 30 days following the Closing Date. Until such Business Tangible Assets are removed from the facility of Seller at which they are located on the Closing Date (the "Seller Facility"), Seller will permit, and will cause its Affiliates and Subsidiaries to permit, Buyer and its authorized agents or representatives, upon reasonable prior notice, to have reasonable access to such Seller Facility during normal business hours and in a manner that does not unreasonably interfere with the operation of Seller's business, to the extent

necessary to comply with the terms of this Section 2.9, including to disconnect, detach, remove, package and crate such Business Tangible Assets for transport. Seller will be responsible, at Seller's cost and expense, for (A) disconnecting and detaching all fixtures and equipment comprising such Business Tangible Assets from the roofs, floor, ceiling and walls of the relevant Seller Facility prior to removing the same from such Seller Facility, (B) packaging and loading such Business Tangible Assets for transporting to and any reinstallation of such Business Tangible Assets at such location(s) as Buyer may reasonably determine, and (C) repairing any damage that is caused by such removal.

(c) Seller shall deliver all Purchased Assets that do not constitute Business Tangible Assets through electronic delivery or in another manner mutually agreed by the Parties and reasonably calculated and legally permitted to minimize or avoid the incurrence of Transfer Taxes if such method of delivery does not adversely affect the condition, operability or usefulness of any Purchased Asset.

#### Section 2.9 Closing Deliverables and Closing Actions.

(a) At or prior to the Closing, Seller shall deliver, or cause to be delivered, to Buyer the following:

(i) the Transition Services Agreement, substantially in the form attached hereto as Attachment I and with such schedules attached thereto as are mutually agreed by the Parties (the "Transition Services Agreement"), duly executed by Seller;

(ii) the Bill of Sale, Assignment and Assumption Agreement relating to the Purchased Assets, substantially in the form attached hereto as Attachment II (the "Bill of Sale"), duly executed by Seller;

(iii) the Domain Name Assignment Agreement, substantially in the form attached hereto as Attachment III (the "Domain Name Assignment Agreement"), duly executed by Seller;

(iv) the Subcontract Pending Novation, substantially in the form attached hereto as Attachment IV (the "Subcontract Pending Novation"), duly executed by Seller;

(v) an executed IRS Form W-9 from Seller certifying that it is exempt from backup withholding;

(vi) a complete electronic copy of the Business Contracts and Shared Contracts contained in the online data room organized by Intralinks in connection with the transactions contemplated hereby as of no earlier than two (2) Business Days prior to the Closing Date;

(vii) deliver all books and records pertaining to the Business, including all corporate and other records, books of account, Contracts, agreements and such other documents or certificates as Buyer may reasonably request;

(viii) a fully executed copy of each Payoff Letter from each party thereto; and

(ix) evidence of the Requisite Stockholder Consent.

(b) At or prior to the Closing, Buyer shall deliver, or cause to be delivered, to Seller the following:

(i) to Seller, the Directed Purchase Price by wire transfer of immediately available funds to an account or accounts designated by Seller;

(ii) to the Escrow Agent, (A) the Adjustment Amount, for deposit into the Adjustment Escrow Account, (B) the Indemnity Escrow Amount, for deposit into the Indemnity Escrow Account and (C) the Specified Matter Escrow Amount, for deposit into the Specified Matter Escrow Account, in each case, as designated by the Escrow Agent;

(iii) to the recipient(s) thereof, the Payoff Amount, as designated in the Payoff Letter; and

(iv) each of the Transaction Documents to which it is a party, duly executed by Buyer or one of its Affiliates or Subsidiaries, as applicable.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Schedules to this Agreement delivered by Seller to Buyer concurrently with the execution of this Agreement (the “Schedules”), Seller represents and warrants to Buyer as follows:

Section 3.1 Corporate Organization of Seller. Seller has been duly incorporated and is validly existing as a corporation in good standing under the Laws of the State of Delaware and has the corporate power and authority to own or lease its properties and to conduct its business as it is now being conducted. Seller is duly licensed or qualified to do business and (where applicable) is in good standing as a foreign corporation in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed or qualified or in good standing, as applicable, except where the failure to be so licensed or qualified or in good standing would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 Due Authorization. Seller has all requisite corporate power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and (subject to the consents, approvals, authorizations and other requirements described in Section 3.4) to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby and thereby are within the corporate or other appropriate powers of Seller, and have been duly authorized by all necessary corporate or other appropriate action on the part of each of Seller and its Subsidiaries, partners or Affiliates, as applicable, including the Requisite



Stockholder Consent, and no further action is necessary to authorize this Agreement. This Agreement and the other Transaction Documents have been duly and validly executed and delivered by Seller and its applicable Subsidiaries and (assuming this Agreement and the other Transaction Documents constitute legal, valid and binding obligations of the other parties thereto) constitute legal, valid and binding obligations of Seller and its applicable Subsidiaries, enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (collectively, the "Remedies Exception").

Section 3.3 No Conflict. Subject to the receipt of the consents, approvals, authorizations and other requirements set forth in Section 3.4, the execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby and under the Transaction Documents do not and will not, (a) violate any provision of, or result in the breach of, any applicable Law to which Seller or any of its Subsidiaries is subject or by which any property or asset of Seller or any of its Subsidiaries is bound, (b) conflict with the certificate of incorporation, bylaws or other organizational documents of Seller or any of its Subsidiaries, (c) violate any provision of or result in a breach of, or require a consent under, any Material Contract, or terminate or result in the termination of any such Contract, or result in the creation of any Lien (other than a Permitted Lien) under any such Contract upon any of the properties or assets of Seller or any of its Subsidiaries, or constitute an event which, after notice or lapse of time or both, would result in any such violation, breach, termination or creation of a Lien or (d) result in a violation or revocation of any required license, permit or approval from any Governmental Authority, except to the extent that the occurrence of any of the foregoing items set forth in clauses (a), (c) or (d) would not reasonably be expected to (i) be material to the Business and the Purchased Assets, taken as a whole, or (ii) have a Material Adverse Effect.

Section 3.4 Governmental Consents. No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of Seller or the Business with respect to Seller's execution or delivery of this Agreement or the consummation by Seller of the transactions contemplated hereby, except (a) to the extent that if such consent, approval or authorization, or designation or filing is not obtained, given or made, would not, individually or in the aggregate, reasonably be expected to have (i) a material effect on the Business and the Purchased Assets, taken as a whole or (ii) a Material Adverse Effect, or (b) as otherwise disclosed on Schedule 3.4.

Section 3.5 Financial Statements. Attached as Schedule 3.5 are (i) the audited consolidated balance sheets and statements of income, cash flows and stockholders' equity of Seller and its Subsidiaries as of and for the 12-month periods ended December 31, 2018, 2019 and 2020 together with the auditor's reports thereon (the "Audited Financial Statements"), (ii) statements of income and cash flow of Seller and its Subsidiaries as of and for the six-month period ended June 30, 2021 (the "Interim Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements") and (iii) the profit and loss statement of the Business for the 12-month periods ended December 31, 2018, 2019 and 2020 and for the six-month period ended June 30, 2021 (the "Business Financial Statements"). The Financial Statements present fairly, in all material respects, the consolidated financial position and results of operations of Seller and its Subsidiaries as of the dates and for the periods indicated in such

Financial Statements in accordance with GAAP (except in the case of the Interim Financial Statements for the absence of footnotes and other presentation items and for normal year-end adjustments, in each case, that are not reasonably expected to be material in amount or nature). The Business Financial Statements present fairly, in all material respects, the consolidated financial position and results of operations of the Business as of the dates and for the periods indicated in such Business Financial Statements in accordance with GAAP (except for the absence of footnotes and other presentation items and for normal year-end adjustments, in each case, that are not reasonably expected to be material in amount or nature). There are no material off-balance sheet transactions, arrangements, obligations or relationships attributable to the Business or the Purchased Assets that are not described in the footnotes to the Financial Statements.

Section 3.6 Undisclosed Liabilities. As of the date of this Agreement, there is no liability, debt or obligation of or related to the Business of a type required to be reflected or reserved for on a balance sheet prepared in accordance with GAAP, except for liabilities, debts and obligations (a) reflected or reserved for on the Financial Statements or disclosed in the notes thereto, (b) that have arisen since the date of the most recent balance sheet included in the Financial Statements in the ordinary course of the operation of business of Seller and its Subsidiaries, (c) incurred in connection with the transactions contemplated by this Agreement and the Transaction Documents, or (d) that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

Section 3.7 Litigation and Proceedings. As of the date hereof, there are no, and in the past three years there have been no, pending or, to the knowledge of Seller, threatened Actions against Seller or any of its Subsidiaries (in respect of the Business) that, in each case, if resolved adversely to Seller or any of its Subsidiaries, would (a) reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole or (b) reasonably be expected to have a Material Adverse Effect. During the past three years, there have been no actual or, to the knowledge of Seller, threatened disputes, claims, requests for equitable adjustment, actions or proceedings asserted by or against a Governmental Authority or other Person arising under or relating to a Government Contract or Government Bid, that, in each case, if resolved adversely to Seller or any of its Subsidiaries, would (i) reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, or (ii) reasonably be expected to have a Material Adverse Effect.

Section 3.8 Legal Compliance.

(a) Seller and its Subsidiaries (with respect to the Business) are and, during the past three years, have been, in compliance, in all material respects, with all applicable Laws. Neither Seller nor any of its Subsidiaries (with respect to the Business) has received any written notice from any Governmental Authority of any violation of applicable Law at any time during the past three years. With respect to each Government Contract and each Government Bid, during the three years prior to the date hereof, all representations, certifications, disclosures and warranties made by Seller or any of its Subsidiaries were complete and accurate in all material respects as of their effective date and each of Seller and the Subsidiaries of Seller has complied in all material respects with all such representations, certifications, disclosures and warranties.

(b) Seller and its Subsidiaries, and their respective directors, officers, employees and, to the knowledge of Seller, any third parties acting on behalf of Seller or any of its Subsidiaries (including agents, subcontractors or other third party intermediaries), in each case, in respect of the Business, are, and during the past three years, have been, in compliance with all Anti-Corruption Laws. During the past three years, neither Seller nor any of its Subsidiaries (with respect to the Business) (i) has been the subject of any investigation, inquiry or enforcement proceeding by a Governmental Authority regarding compliance with Anti-Corruption Laws, or (ii) has conducted or initiated any internal investigations or filed any disclosures regarding possible violations of such Laws.

Section 3.9 Contracts; No Defaults.

(a) Schedule 3.9 contains a listing of all Contracts of the following types to which Seller, its Affiliates or any of its Subsidiaries is a party (other than Seller Benefit Plans and the Business Insurance Policies) or otherwise bound relating to the Business (each Contract listed, or required to be listed, on Schedule 3.9, a “Material Contract”):

(i) each Contract (or series of related Contracts) that will involve annual payments or consideration furnished to the Business of more than \$500,000;

(ii) each Contract (or series of related Contracts) (A) that will involve annual payments or consideration furnished by the Business of more than \$500,000 and (B) with any Top Vendor;

(iii) any Contract (A) granting a Lien (other than a Permitted Lien) upon any Purchased Asset; (B) under which any Person guarantees, directly or indirectly, any liabilities or obligations of Seller or any of its Subsidiaries (in respect of the Business); or (C) Seller or any of its Subsidiaries (in respect of the Business) guarantees any liabilities or obligations of any Person.

(iv) any Lease;

(v) each joint venture Contract, partnership agreement or limited liability company agreement with a third party;

(vi) each Contract requiring capital expenditures after the date of this Agreement;

(vii) any Shared Contract;

(viii) any Affiliate Transaction;

(ix) any agreement involving any resolution or settlement of any actual or threatened Action or other dispute that imposes continuing obligations on the Business;

(x) any Contract relating to the disposition or acquisition (in a single transaction or series of related transactions), other than sales of inventory in the ordinary

course of business, of the material assets of, or any equity interest in, any enterprise of Seller or any of its Subsidiaries (in respect of the Business) or the Purchased Assets, in each case, in each case, (A) for an aggregate purchase price in excess of \$500,000, and (B) other than Contracts in which the applicable acquisition or disposition has been consummated and there are no continuing, earn-out, indemnification or similar obligation and no other material obligations ongoing;

(xi) each Contract (A) containing covenants limiting the freedom of the Business to compete with any Person in a product line or line of business or to operate in any geographic area, (B) granting “most favored nation” or similar pricing to any Person, (C) providing for the grant of exclusive sales, distribution, marketing or other exclusive rights, rights of refusal, rights of first negotiation or similar rights and/or terms to any Person, or (D) requiring Seller or any of its Affiliates or Subsidiaries to purchase its total requirements of a good or service from another Person, in each case, which would apply to the activities of Buyer and its Subsidiaries, including with respect to the Business;

(xii) each Contract pursuant to which Seller or any of its Subsidiaries (A) receives any license, sublicense, covenant not to sue, release, or waiver under any Intellectual Property of any third party, other than confidentiality agreements, employee invention assignment agreements, click-wrap, shrink-wrap and off-the-shelf software licenses, and any other software licenses that are available on standard terms to the public generally with aggregate annual fees of less than \$250,000 (collectively “Inbound License Agreements”), and (B) grants any license, sublicense, covenant not to sue, release, or waiver under any Business Intellectual Property, other than any non-exclusive outbound license entered into in the ordinary course of business (collectively, “Outbound License Agreements”); and

(xiii) each Contract under which Seller or its Affiliates is expressly obligated to disclose to any third party any source code of any of the products of the Business (including upon the occurrence of an event or satisfaction of a condition).

(b) As of the date of this Agreement, all of the Material Contracts are (i) in full force and effect, subject to the Remedies Exception, and (ii) represent the valid and binding obligations of Seller or one of its Subsidiaries party thereto and, to the knowledge of Seller, represent the valid and binding obligations of the other parties thereto. Except where the occurrence of such breach or default would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, as of the date of this Agreement (A) neither Seller, any of its Subsidiaries nor, to the knowledge of Seller, any other party thereto is in breach of or default under any such Contract, (B) neither Seller nor any of its Subsidiaries has received any written claim or notice of a material breach of or material default under any such Contract, and (B) to the knowledge of Seller, no event has occurred which, individually or together with other events, would reasonably be expected to result in a breach of or a default under any such Contract (in each case, with or without notice, lapse of time or both). True and complete copies of each Material Contract has been delivered to or made available to Buyer or its representatives.

### Section 3.10 Seller Benefit Plans.

(a) Schedule 3.10(a) sets forth a complete list of each material Seller Benefit Plan in which a Business Employee participates. “Seller Benefit Plan” shall mean (i) any written “employee benefit plan” as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and whether or not subject to ERISA, and (ii) any other plan, policy or program of any kind (whether written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic, currently effective or terminated) providing for severance, salary continuation, retention, retirement, pension, superannuation or supplemental pension benefits, life, health, disability or accident benefits or for deferred compensation, bonuses, stock options, stock appreciation rights, phantom stock, stock purchases or other forms of incentive compensation, profit sharing or post-retirement insurance, compensation or benefits and any trust, escrow or similar agreement related thereto, or any other agreement providing compensation or other employee benefits to any current or former director, officer, employee or other service provider of Seller or any of its Subsidiaries, in each case, which is maintained, sponsored, contributed to, or required to be contributed to, by Seller or any of its Subsidiaries and under which Seller or any of its Subsidiaries has any obligation or liability, contingent or otherwise, excluding any plan or program that is sponsored solely by a Governmental Authority or a multiemployer pension plan (as defined in Section 3(37) of ERISA) (a “Multiemployer Plan”).

(b) With respect to each material Seller Benefit Plan in which a Business Employee participates, Seller has delivered or made available to Buyer or its representatives copies of, to the extent applicable, (i) such Seller Benefit Plan or a summary of such Seller Benefit Plan and (ii) the most recent determination or opinion letter, if any, issued by the Internal Revenue Service with respect to such Seller Benefit Plan.

(c) (i) Each Seller Benefit Plan has been administered in accordance with its terms and all applicable Laws, including, to the extent applicable, ERISA and the Code, in all material respects; and (ii) each Seller Benefit Plan which is intended to be qualified within the meaning of Section 401(a) of the Code (A) has received a favorable determination or opinion letter as to its qualification, (B) has been established under a standardized master and prototype or volume submitter plan for which a current favorable Internal Revenue Service advisory letter or opinion letter has been obtained by the plan sponsor and is valid as to the adopting employer, or (C) has an application for a determination or opinion letter pending or has time remaining under applicable Laws and related guidance to apply for a determination or opinion letter or to make any amendments necessary to obtain a favorable determination or opinion letter.

(d) No Seller Benefit Plan is a pension plan that is subject to Title IV of ERISA and neither Seller nor any of its Subsidiaries or ERISA Affiliates has sponsored or contributed to or been required to contribute to a Multiemployer Plan or other pension plan subject to Title IV of ERISA at any time within the previous six years.

(e) With respect to the Seller Benefit Plans, (i) as of the date hereof, no material Actions (other than routine claims for benefits in the ordinary course) are pending or, to the knowledge of Seller, threatened, and (ii) to the knowledge of Seller, no facts or

circumstances exist that would reasonably be expected to give rise to any such actions, suits or claims.

(f) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby could reasonably be expected to, either alone or in conjunction with any other event (whether contingent or otherwise), (i) result in any payment or benefit becoming due or payable, or required to be provided, to any Business Employee, (ii) increase the amount or value of any benefit or compensation otherwise payable or required to be provided to any Business Employee, or result in the acceleration of the time of payment, vesting or funding of any such benefit or compensation payable to any Business Employee or (iii) result in any amount failing to be deductible by reason of Section 280G of the Code.

Section 3.11 Labor Relations. As of the date of this Agreement, neither Seller nor any of its Subsidiaries is a party to any collective bargaining agreement. Except as would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole, (a) there have not been any representation questions, arbitration proceedings, labor strikes, slowdowns or stoppages, grievances or other labor disputes pending or, to the knowledge of Seller, threatened, with respect to the employees of Seller, (b) Seller is, as of the date of this Agreement, and has been during the 12-month period prior to the date of this Agreement, in compliance with all applicable Laws relating to employment and employment practices, the classification of employees, wages, hours, collective bargaining, unlawful discrimination, civil rights, immigration, terms and conditions of employment and plant closing or mass layoffs and (c) as of the date of this Agreement, there are no charges with respect to or relating to Seller pending or, to the knowledge of Seller, threatened in writing before the Equal Employment Opportunity Commission or any other Governmental Authority responsible for the prevention of unlawful employment practices. Seller has made available to Buyer a true, correct and complete list of the names of all Business Employees as of the date hereof and each Business Employee's current annual salary rates or current hourly wages, as applicable, bonus, commission or other incentive opportunity, hire date, accrued vacation and paid-time-off, principal work location, leave status and status as exempt or non-exempt. No Business Employee has informed Seller or its Affiliates in writing of any plan to terminate employment with Seller or its Affiliates, and, to the knowledge of Seller, no such employee has any plans to terminate employment with or services for Seller or its Affiliates. Schedule 1.1(a) includes each employee who is primarily engaged in and ordinarily provides services to, or is reasonably necessary for, the operation of the Business as of the date of this Agreement (and any other employee who Seller and Buyer have mutually agreed to include).

Section 3.12 Taxes.

(a) All material Tax Returns required by Law to be filed by or with respect to the Purchased Assets or the Business have been timely filed by Seller, and all such Tax Returns are true and complete in all material respects.

(b) Seller has timely paid all material Taxes which are due and payable with respect to the Purchased Assets or the Business.



(c) No deficiency or assessment for any Taxes has been asserted or assessed, or threatened or proposed in writing, by any Governmental Authority in writing with respect to the Purchased Assets or the Business, except for deficiencies which have been satisfied by payment, settled or withdrawn. No audit or other proceeding by any Governmental Authority is pending or threatened in writing with respect to any Taxes due with respect to the Purchased Assets or the Business. There are no Liens (except for Permitted Liens) on the Purchased Assets resulting from unpaid Taxes. There are no outstanding agreements or waivers extending the applicable statutory periods of limitation for Taxes associated with the Purchased Assets or the Business that will be binding upon Buyer, the Business or the Purchased Assets after the Closing Date.

(d) Seller has not received notice of any action by any Governmental Authority in any jurisdiction where it does not file Tax Returns or pay Taxes with respect to the Purchased Assets or the Business that it is or may be subject to Tax or required to file a Tax Return with respect to the Purchased Assets or the Business by or in that jurisdiction.

(e) All material Taxes relating to the Business or the Purchased Assets that Seller is required by Law to withhold or collect in connection with amounts paid or owing to any employee, independent contractor, creditor, equity holder or other third party have been duly withheld or collected, and have been paid over to the proper authorities to the extent due and payable.

(f) Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2.

(g) No Purchased Asset is (i) “tax-exempt use property” within the meaning of Section 168(h)(1) of the Code or (ii) “tax-exempt bond financed property” within the meaning of Section 168(g) of the Code.

Section 3.13 Brokers’ Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders’ fee or other similar commission, for which Buyer, Seller or any of its Subsidiaries would be liable in connection with the transactions contemplated by this Agreement based upon arrangements made by Seller, any of its Subsidiaries or Affiliates.

Section 3.14 Insurance. Schedule 3.14 contains a list of all policies of property, fire and casualty, product liability, workers’ compensation, and other forms of insurance held by, or for the benefit of, the Business (the “Business Insurance Policies”). True and complete copies of such insurance policies (or, to the extent such policies are not available, policy binders) have been made available to Buyer or its representatives. As of the date hereof, neither Seller nor any of its Subsidiaries has received any written notice from any insurer under any such insurance policies, canceling or materially adversely amending any such policy or denying renewal of coverage thereunder, and all premiums on such insurance policies due and payable as of the date hereof have been paid.

Section 3.15 Licenses, Permits and Authorizations. Seller and its Subsidiaries hold, and are, in compliance with, all of the material licenses, approvals, consents, registrations

and permits necessary under applicable Laws to conduct the Business in substantially the same manner as it has heretofore been conducted except where the absence of, or the failure to be in compliance with, any such license, approval, consent, registration or permit would not reasonably be expected to be material to the Business. There are no pending or, to the knowledge of Seller, threatened Actions that would reasonably be expected to result in the revocation or termination of any such license, approval, consent, registration or permit that is material to the conduct of the Business as currently conducted

Section 3.16 Title; Sufficiency of Assets.

(a) Except as would not be material to the Business and the Purchased Assets, taken as a whole, Seller or a Subsidiaries thereof has good, valid and marketable title to all of the owned Purchased Assets and valid rights to all the leased Purchased Assets, free and clear of any Liens, other than Permitted Liens.

(b) Except as set forth on Schedule 3.16, the Purchased Assets and the assets, properties and rights that will be Transferred, leased, licensed or otherwise provided to Buyer and/or its Affiliates immediately following the Closing pursuant to the Transaction Documents, including as contemplated by Section 2.7 constitute all of the assets, properties and rights necessary for Buyer to operate and conduct the Business, on a stand- alone basis, immediately following the Closing in all material respects as conducted by Seller and its Subsidiaries as of immediately prior to the Closing, other than such assets as are necessary to conduct certain administrative, accounting, finance and human resources support functions for the Business.

(c) None of the Retained Work involves performance of work that is Related to the Business.

Section 3.17 Real Property. Neither Seller nor any of its Subsidiaries owns any real property used or held for use in the operation of the Business. Schedule 3.17 lists, as of the date of this Agreement, all Leased Real Property. Seller has made available to Buyer true, correct and complete copies of all leases (and all amendments and supplements thereto) relating to the Leased Real Property, including the Business Real Property Leases (collectively, the “Leases”). Except as set forth on Schedule 3.17, neither Seller nor any of its Subsidiaries has subleased, assigned, transferred, conveyed, mortgaged or granted an option to any Person the right to use or occupy the Leased Real Property or any portion thereof or interest therein. With respect to each Lease, (i) Seller or one of its Subsidiaries has a valid and enforceable leasehold estate in, and enjoys peaceful and undisturbed possession of, all Leased Real Property, subject to the Remedies Exception and any Permitted Liens and (ii) as of the date hereof, neither Seller nor any of its Subsidiaries has received any written notice from any lessor of such Leased Real Property of, nor does Seller or any of its Subsidiaries have knowledge of the existence of, any default, event or circumstance that, with or without notice, lapse of time, or both, would constitute a default under any of the Leases governing the Leased Real Property.

Section 3.18 Intellectual Property.

(a) Schedule 3.18(a) lists each patent, trademark, service mark or copyright owned by Seller or any of its Subsidiaries as of the date of this Agreement, in each case, for

which applications have been filed or for which trademark, service mark or copyright registrations or issued patents have been obtained, whether in the United States or internationally as of the date of this Agreement, included in the Business Intellectual Property, including, for each item, (i) the registrant(s)/applicant(s) of record and beneficial owner (if different), (ii) the jurisdiction of application, publication or registration, (iii) the application, publication or registration number, and (iv) the date of filing, publication or registration (the registered and applied for Business Intellectual Property set forth (or required to be set forth) in Schedule 3.18(a), the “Business Registered IP”). As of the date of this Agreement, (A) the Business Registered IP that constitutes issued patents, registered trademarks or registered copyrights is in full force and effect, has not lapsed (except for patents, trademarks and copyrights that have lapsed at the end of their non-renewable statutory term or are not material to the Business as currently conducted) and, to the knowledge of Seller, is valid and enforceable, (B) the material Business Registered IP that constitutes Internet top-level domain name registrations are registered in the name of Seller or one of its Subsidiaries and have not expired, and (C) the Business Registered IP that constitutes applications for patent or applications for registration of trademarks or copyrights are pending with the applicable Governmental Authority.

(b) Seller or one of its Subsidiaries is the sole and exclusive owner of all right, title and interest in the Business Registered IP and other Business Intellectual Property material to the conduct of the Business, free and clear of all liens and encumbrances (other than Permitted Liens). Seller has valid and continuing rights (including pursuant to Inbound License Agreements) to use, sell, license and otherwise exploit, as the case may be, all Intellectual Property used in and material to the conduct of the Business as currently conducted that is not Business Intellectual Property.

(c) To the knowledge of Seller, the operation of the Business does not infringe upon, misappropriate or otherwise violate, and in the past three years has not infringed upon, misappropriated or otherwise violated, any Intellectual Property of any Person. Seller and its Subsidiaries have not received from any Person in the three years prior to the date of this Agreement any written notice, charge, complaint, claim or other written assertion of any infringement or violation by, or misappropriation of, any Intellectual Property of any Person in respect of the Business.

(d) To the knowledge of Seller, as of the date of this Agreement, no third party is infringing upon, misappropriating or otherwise violating any Intellectual Property owned by Seller or any of its Subsidiaries and used in the Business, including any Business Intellectual Property. In the past three years, neither Seller nor any of its Subsidiaries has sent any written notice, charge, complaint, claim or other written assertion asserting or threatening to assert any Action against any Person involving or relating to any Intellectual Property of Seller in respect of the Business.

(e) No funding, facilities or personnel of any Governmental Authority were used, directly or indirectly, to develop or create, in whole or in part, any material Business Intellectual Property. All material Business Intellectual Property developed, delivered or used under or in connection with any Government Contract or Government Bid has been properly and

sufficiently marked and protected so that no more than the minimum rights or licenses required under applicable Law have been granted to a Governmental Authority or other Person.

(f) It is the practice of Seller to require that each current and former officer, employee and consultant of Seller or its Subsidiaries that has been involved in the creation or development of any material Business Intellectual Property to sign, and each such person has signed, a valid and enforceable written agreement containing an assignment of all such Intellectual Property to Seller or one of its Subsidiaries, as applicable, and reasonable confidentiality provisions with respect to any such Intellectual Property created or developed in the course of such Person's employment or engagement with Seller or one of its Subsidiaries. To the knowledge of Seller, no such officer, employee or consultant (i) is in material breach of any such agreement with respect to any such Intellectual Property or (ii) has claimed any rights in any such Intellectual Property. Seller has taken commercially reasonable steps to maintain the confidentiality of the confidential or proprietary information included in the Business Intellectual Property. To the knowledge of Seller, there has been no misappropriation, misuse or breach of confidentiality of any trade secrets or other confidential Business Intellectual Property by any Person.

(g) For Business Software, Seller (i) has in its possession the source code for such Business Software, and (ii) has not, and does not have any duty or obligation, to disclose or deliver any source code for any Business Software to, any third party, except with respect to any consultant or other Person that has been engaged by the Business to develop or customize such Business Software and who has signed a written agreement pursuant to Section 3.18(f) or other written confidentiality agreement. Seller is not a party to any source code escrow Contract or any other Contract (or a party to any Contract obligating Seller to enter into a source code escrow Contract or other Contract) requiring the deposit of any source code or related materials for any Business Software.

(h) No Business Software contains or is derived from, linked with, called by, or combined or distributed with third-party Open Source Software in a manner that, according to the terms of the license for such Open Source Software, requires that such Business Software (excluding the Open Source Software) be (i) distributed or made available to any third party in source code form, (ii) licensed to any third party for the purpose of modification or redistribution, (iii) licensed to any third party at no charge, or (iv) made subject to the terms and conditions of any Open Source Software license. Seller is in and has been in compliance, in all material respects, with all terms and conditions of any license for Open Source Software that is used by the Business, including in any Business Software, except as would not reasonably be expected to be material to the conduct of the Business. In the past three years, Seller has not received a written notice from any Person alleging noncompliance with any Open Source Software license.

Section 3.19 Environmental Matters. As of the date of this Agreement, Seller and its Subsidiaries (in respect of the Business) are in substantial compliance with all Environmental Laws, except for any such instance of non-compliance that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole. As of the date of this Agreement, Seller and its Subsidiaries (in respect of the Business) hold, and are in material compliance with, all material permits required under applicable Environmental Laws to

permit Seller and its Subsidiaries to operate the Business in a manner in which they are now operated and maintained and to conduct the Business as currently conducted, except where the absence of, or the failure to be in material compliance with, any such permit would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole. As of the date of this Agreement, there are no Actions or notices of violation pending or, to the knowledge of Seller, threatened against Seller or any of its Subsidiaries (in respect of the Business) alleging material violations of or material liability under any Environmental Law, except for any such Action or notice that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole. As of the date of this Agreement, there are no Hazardous Materials that have been released or are present on any Leased Real Property or, to the knowledge of Seller, any real property formerly owned or operated by Seller or its Subsidiaries (in respect of the Business) in a quantity, manner or concentration that would reasonably be expected to require Seller or its Subsidiaries to conduct any investigation, cleanup or remedial action pursuant to any Environmental Law, except for any such investigation, cleanup or remedial action that would not reasonably be expected to be material to the Business and the Purchased Assets, taken as a whole.

Section 3.20 Absence of Changes. From the date of the most recent balance sheet included in the Financial Statements to the date of this Agreement, (a) there has not been any Material Adverse Effect; and (b) the Business has been conducted in the ordinary course of business, consistent with past practice.

Section 3.21 Affiliate Matters. Except (a) the Seller Benefit Plans, (b) the Agreement and the Transaction Documents and (c) Contracts between or among Seller and any of its Subsidiaries, neither Seller nor any of its Subsidiaries (in respect of the Business) is party to any Affiliate Transaction.

Section 3.22 Top Vendors. Schedule 3.22 sets forth a correct list of the top 10 largest suppliers and vendors (the “Top Vendors”), based on expenditures incurred by the Business (or Seller in relation to the Business) for the year ended December 31, 2020. Since January 1, 2018, neither Seller nor any of its Subsidiaries has received any communication from any Top Vendor of any intention or threat to terminate or materially reduce its provision of goods or services to, or otherwise adversely change in any material respect their relationship with, the Business and, to the knowledge of Seller, no such action is being considered. Neither Seller nor any of its Subsidiaries has been, or is currently, engaged in any material dispute with any Top Vendor.

Section 3.23 Government Contracts.

(a) Schedule 3.23(a) sets forth a true and complete list of (i) each Current Government Contract and (ii) each Government Bid which has not expired and for which award has not been issued. True and complete copies of the Contracts listed on Schedule 3.23(a) have been delivered to or made available to Buyer or its representatives. None of the Government Contracts or Government Bids listed (or required to be listed) on Schedule 3.23(a) is currently the subject of any bid or award protest proceeding. No such Government Contract was awarded on the basis of any Preferred Bidding Status. No such Government Bid was submitted pursuant to a procurement process limited to Persons having a Preferred Bidding Status.

(b) With respect to each Government Contract and each Government Bid, during the three years prior to the date hereof, (i) neither Seller nor any of its Subsidiaries nor any of their respective current directors, current officers or, to the knowledge of Seller, current employees is suspended or debarred, or proposed for debarment or suspension from government contracting and, to the knowledge of Seller, no circumstances exist that would reasonably be expected to lead to the institution of such suspension or debarment proceedings; (ii) no Governmental Authority or other Person has notified Seller or any of its Subsidiaries, as applicable, in writing of any breach or violation of any applicable Law; (iii) neither Seller nor any of its Subsidiaries has received any written notice of termination for convenience or default, cure notice, show cause notice or similar notice; (iv) neither Seller nor any of its Subsidiaries has received any written notice of any audits or investigations by any Governmental Authority (other than matters in the ordinary course of business, including such routine audits by the Defense Contract Audit Agency and the United States Office of Federal Contract Compliance Programs, that were closed without any liability or finding of non-compliance); (v) neither Seller nor any of its Subsidiaries has conducted any internal investigation or made, or been required to make, any voluntary or mandatory disclosure to any Governmental Authority with respect to any irregularity, misstatement, significant overpayment or violation of Law arising under or relating to any Government Contract or Government Bid; (vi) no money due to Seller or any of its Subsidiaries has been withheld or set-off; (vii) neither Seller nor any of its Subsidiaries has incurred or currently projects to incur Damages or cost overruns in an amount exceeding \$500,000; and (viii) neither Seller nor any of its Subsidiaries has received a written performance evaluation from a Governmental Authority containing a materially adverse or negative performance rating.

#### Section 3.24 Privacy and Data Security.

(a) During the past three years, Seller and its Subsidiaries have not materially: (i) violated any Privacy and Security Laws, (ii) violated any Seller Privacy and Security Policies, or (iii) breached the contractual obligations of Seller or its Subsidiaries through their (A) collection, use, disclosure or processing of any Personal Data received in connection with the operation of the Business; or (B) to the knowledge of Seller, data, privacy and information security practices (including organizational, physical, administrative and technical safeguards).

(b) During the past three years, Seller and its Subsidiaries have maintained, in a manner consistent with commercially reasonable practices in which Seller and its Subsidiaries operate, and have complied in all material respects with: (i) Security Incident monitoring and detection processes that cover Confidential Information, Personal Data, and IT Systems in relation to which Seller is responsible, and (ii) applicable Security Incident reporting procedures. To the knowledge of Seller, during the past three years, none of Seller nor its Subsidiaries have experienced a Security Incident, including those that triggered reporting requirements defined by contract, Seller Privacy and Security Policies, or required by applicable Privacy and Security Laws.

Section 3.25 Security Clearances. Seller and its Subsidiaries have all facility security clearances and other applicable national industrial security authorizations or accreditations, and their employees hold all personnel security clearances, necessary to conduct the Business in all material respects. Seller and its Subsidiaries are, and have been during the



three years prior to the date hereof, in compliance in all material respects with all applicable national industrial security obligations, including those specified in the NISPOM, and have held during this time at least a “Satisfactory” rating from DCSA or other applicable cognizant security authority (“CSA”). To the knowledge of Seller and its Subsidiaries, there are no facts or circumstances that would reasonably be expected to result in the suspension, invalidation or revocation of any facility security clearance, national industrial security authorization or accreditation held by Seller or its Subsidiaries.

Section 3.26 Trade Controls.

(a) Seller, its Subsidiaries, and their respective directors, officers, employees and, to the knowledge of Seller, any third parties acting on behalf of Seller or any of its Subsidiaries (including agents, subcontractors or other third party intermediaries) are, and during the past five years, have been, in compliance in all material respects with all (i) Sanctions Laws and (ii) Trade Control Laws. During the past five years, neither Seller nor any of its Subsidiaries has been the subject of any investigation, inquiry or enforcement proceeding by a Governmental Authority regarding compliance with Sanctions Laws or Trade Control Laws, and neither Seller nor any of its Subsidiaries has conducted or initiated any internal investigations or filed any disclosures regarding possible violations of such Laws.

(b) Neither Seller nor any of its Subsidiaries, nor any of their officers, directors or employees, nor to the knowledge of Seller, any third party representative acting on behalf of Seller or any of its Subsidiaries, is currently, or has been in the last five years, (i) a Sanctioned Person or (ii) engaged in any dealings or transactions with any Sanctioned Person or in any Sanctioned Country.

(c) Schedule 3.26(c) sets forth all active permits, registrations, agreements or other authorizations, including amendments thereof, relating to the Business that Seller or one of its Subsidiaries has obtained under the Sanctions Laws and Trade Control Laws, or to which it is a party, and identifies any pending applications for such permits, registrations, agreements, amendments or other authorizations.

Section 3.27 No Outside Reliance by Seller. Notwithstanding anything contained in this Article III or any other provision hereof, Seller acknowledges and agrees that neither Buyer nor any of its Affiliates, nor any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives, has made, or is making, any representation or warranty whatsoever, oral or written, express or implied (and neither Seller nor any of its Affiliates or their respective directors, officers, employees, stockholders, partners, members, agents or representatives has relied on any representation, warranty or statement of any kind by Buyer or any of its Affiliates or any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives), beyond those expressly given in Article IV, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Buyer or any of its Subsidiaries.

Section 3.28 Accounts Receivable; Accounts Payable.

(a) All accounts receivable of the Business were acquired or arose from sales made or services actually performed in the ordinary course of business that represent bona fide transactions and valid and enforceable claims, are not subject to any setoff, counterclaim or proceeding and are collectible in accordance with their terms, except to the extent of any specific reserves against such accounts receivable reflected on the Financial Statements.

(b) All accounts payable of the Business arose in bona fide, arm's-length transactions in the ordinary course of business and no account payable is delinquent more than 60 days in its payment.

Section 3.29 No Additional Representations or Warranties of Seller. Except as provided in this Article III, neither Seller nor any of its Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has made, or is making, any representation or warranty whatsoever, express or implied, at law or in equity, to Buyer or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives, and no such party shall be liable in respect of the accuracy or completeness of any information provided to Buyer or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER**

Except as set forth in the Schedules, Buyer represents and warrant to Seller as of the date of this Agreement as follows:

Section 4.1 Corporate Organization. Buyer has been duly formed and is validly existing as a limited liability company in good standing under the Laws of the State of Delaware and has the company power and authority to own or lease its properties and to conduct its business as it is now being conducted. Buyer is duly licensed or qualified and (where applicable) is in good standing as a foreign corporation in each jurisdiction in which the ownership of its property or the character of its activities is such as to require it to be so licensed or qualified, except where the failure to be so licensed or qualified or in good standing would not reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.2 Due Authorization. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and (subject to the consents, approvals, authorizations and other requirements described in Section 4.5) to perform all obligations to be performed by it hereunder and thereunder. The execution and delivery of this Agreement and the Transaction Documents to which it is a party by Buyer and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly and validly authorized and approved by managing member of Buyer, and no other company proceeding on the part of Buyer is necessary to authorize this Agreement. This Agreement and the Transaction Documents to which it is a party have been duly and validly executed and delivered by Buyer and (assuming this Agreement and such Transaction Documents constitute legal, valid and binding obligations of the other parties thereto) constitute legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Remedies Exception.

Section 4.3 No Conflict. The execution and delivery of this Agreement by Buyer and the consummation by them of the transactions contemplated hereby do not and will not, (a) conflict with, violate any provision of, or result in the breach of any applicable Law to which Buyer is subject, (b) conflict with the certificate of incorporation, bylaws or other organizational documents of Buyer, or (c) conflict with, violate any provision of, result in a breach of, constitute a default (or an event which, with or without notice, lapse of time or both, would become a default) under, require a consent under, give to any person any right of acceleration, termination, modification or cancellation under, result in the creation of any Lien (other than Permitted Liens) under, or terminate or result in the termination of, any material Contract to which Buyer is a party or by which Buyer may be bound, or terminate or result in the termination of any such material Contract, or result in the creation of any Lien under any such material Agreement upon any of the properties or assets of Buyer or constitute an event which, after notice or lapse of time or both, would result in any such violation, breach, termination or creation of a Lien, except to the extent that the occurrence of the foregoing items set forth in clauses (a) or (c) would not reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.4 Litigation and Proceedings. There are no Actions pending or, to the knowledge of Buyer, threatened in writing against Buyer or any of its Affiliates or their respective representatives that, in each case, if resolved adversely to Buyer or any of its Affiliates or representatives, would reasonably be expected to have a Buyer Material Adverse Effect. There is no unsatisfied judgment or any open injunction binding upon Buyer that would reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.5 Governmental Consents. No consent, approval or authorization of, or designation, declaration or filing with, any Governmental Authority is required on the part of Buyer with respect to Buyer's execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, except for (a) compliance with any applicable securities Laws, (b) compliance with the applicable requirements under Title 22, Section 122.4 of the ITAR and (c) any consents, approvals, authorizations, designations, declarations or filings, the absence of which would not reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.6 Financial Ability. Buyer has cash on hand or undrawn amounts immediately available under existing credit facilities necessary to consummate the transactions contemplated by this Agreement, and to satisfy all of the obligations of Buyer under this Agreement, including (a) paying the Estimated Purchase Price, (b) effecting the repayment of all Debt to be Repaid and (c) paying all fees and expenses of Buyer and its Affiliates (and to the extent Buyer is responsible therefor under this Agreement, any other Person) related to the transactions contemplated by this Agreement.

Section 4.7 Brokers' Fees. No broker, finder, investment banker or other Person is entitled to any brokerage fee, finders' fee or other similar commission in connection with the transactions contemplated by this Agreement based upon arrangements made by Buyer or any of its Affiliates that would be payable by Seller or any of its Affiliates.

Section 4.8 Solvency. Assuming that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects and after giving effect to the transactions contemplated hereby, Buyer and its Subsidiaries, taken as a whole,

(a) will be solvent (in that both the fair value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable liability on its recourse debts as they mature or become due), (b) will have adequate capital and liquidity with which to engage in the Business and (c) will not have incurred and does not plan to incur debts beyond its ability to pay as they mature or become due.

Section 4.9 No Outside Reliance by Buyer. Notwithstanding anything contained in this Article IV or any other provision hereof, Buyer acknowledges and agrees that neither Seller nor any of its Affiliates, nor any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives, has made, or is making, any representation or warranty whatsoever, oral or written, express or implied (and neither Buyer nor any of its Affiliates or their respective directors, officers, employees, stockholders, partners, members, agents or representatives has relied on any representation, warranty or statement of any kind by Seller or any of its Affiliates or any of its or their respective directors, officers, employees, stockholders, partners, members, agents or representatives), beyond those expressly given in Article III, including any implied warranty or representation as to condition, merchantability, suitability or fitness for a particular purpose or trade as to any of the assets of Seller or any of its Subsidiaries.

Section 4.10 No Foreign Ownership or Control. Buyer is not, and Buyer and the Business will not be, at or immediately following the Closing, directly or indirectly controlled by (a) a “foreign” Person or Persons for purposes of ITAR, 22 C.F.R. Parts 120 - 130; (b) a “foreign” Person for purposes of reviews of transactions conducted by the Committee on Foreign Investment in the United States under the Defense Production Act of 1950, as amended and codified by 50 U.S.C. Section 4565 and as implemented by regulations at 31 C.F.R. Parts 800-801; (c) a “foreign interest,” as defined in the NISPOM; or (d) a “foreign interest” as defined in the NISPOM such that any “foreign interest,” directly or indirectly, will have the power, whether or not exercised, through contractual arrangements or other means, to direct or decide matters affecting the management or operations of Buyer, Seller or any of its Subsidiaries.

Section 4.11 No Additional Representations or Warranties of Buyer. Except as provided in this Article IV, neither Buyer nor any of its Affiliates, nor any of their respective managers, directors, officers, employees, stockholders, partners, members, agents or representatives has made, or is making, any representation or warranty whatsoever, express or implied, at law or in equity, to Seller or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives, and no such party shall be liable in respect of the accuracy or completeness of any information provided to Seller or its Affiliates, directors, officers, employees, stockholders, partners, members or representatives.

## **ARTICLE V. COVENANTS**

### **Section 5.1 Insurance.**

(a) From and after the Closing, Buyer shall be responsible for securing all insurance (i) required by the terms of an Business Contract, to the extent such Business Contract

is in full force and effect and (ii) otherwise, that Buyer considers appropriate for the operations and assets and liabilities in respect of the Business.

(b) From and after the Closing Date, Buyer shall be entitled to coverage under the Business Insurance Policies with respect to the Business, the Purchased Assets and the Assumed Liabilities for matters, events, facts or circumstances arising on or prior to the Closing Date.

#### Section 5.2 Wrong Pockets.

(a) If at any time after the Closing (i) Seller or any of its Subsidiaries receives (A) any refund or other amount that is a Purchased Asset or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement or (B) any refund or other amount that is related to claims or other matters for which Buyer is responsible hereunder, and which amount is not an Excluded Asset, or is otherwise properly due and owing to Buyer in accordance with the terms of this Agreement, Seller promptly shall remit, or shall cause to be remitted, such amount to Buyer; or (ii) Buyer or any of its Subsidiaries receives (A) any refund or other amount that is an Excluded Asset or is otherwise properly due and owing to Seller or any of its Subsidiaries in accordance with the terms of this Agreement, or (B) any refund or other amount that is related to claims or other matters for which Seller is responsible hereunder, and which amount is not a Purchased Asset, or is otherwise properly due and owing to Seller or any of its Subsidiaries in accordance with the terms of this Agreement, Buyer promptly shall remit, or shall cause to be remitted, such amount to Seller.

(b) If at any time after the Closing, Buyer or any of its Subsidiaries shall receive or otherwise possess any asset or liability that should belong to Seller or any of its Subsidiaries pursuant to this Agreement, Buyer shall, except to the extent the asset is not transferable as provided in Section 2.7, promptly notify and transfer, or cause to be transferred, such asset or liability to Seller or any of its Subsidiaries. If at any time after the Closing, Seller or any of its Subsidiaries shall receive or otherwise possess any asset or liability that should belong to Buyer or any of its Affiliates pursuant to this Agreement, Seller shall, except to the extent the asset is not transferable as provided in Section 2.7, promptly notify and transfer, or cause to be transferred, such asset or liability to Buyer or any of its Affiliates. Prior to any such transfer of assets pursuant to this Section 5.2(b), Seller and Buyer agree that the Person receiving or possessing such asset shall hold such asset in trust for the Person to whom such asset should rightfully belong pursuant to this Agreement.

(c) If at any time there exist (i) assets that any party discovers were, contrary to the agreements between the Parties, by mistake or unintentional or other omission, transferred to Buyer or retained by Seller or any of their respective Affiliates or (ii) liabilities that any Party discovers were, contrary to the agreements between the Parties, by mistake or unintentional or other omission, assumed by Buyer or retained by Seller or any of their respective Affiliates, then the Parties shall cooperate in good faith to effect the transfer or retransfer of such misallocated assets, and/or the assumption or reassumption of misallocated liabilities, to or by the appropriate Person as promptly as practicable and shall not use the determination that remedial actions need to be taken to alter the original intent of the Parties with respect to the assets to be transferred to or liabilities to be assumed by Buyer or retained by Seller or any of their respective Affiliates.

### Section 5.3 Restrictive Covenants.

(a) During the period beginning on the Closing Date and ending three years following the Closing Date (the “Restricted Period”), Seller shall not, and shall cause its Subsidiaries not to, solicit, hire or engage or attempt to solicit, hire or engage any Restricted Employee to leave the employ of Buyer or its Subsidiaries or Affiliates; provided that the foregoing shall not prohibit (i) any general solicitations that are not targeted at a Restricted Employee or the hiring of any Restricted Employee that responds to such general solicitations, or (ii) soliciting or hiring any Restricted Employee who is no longer employed by Buyer or any of its Affiliates and has not been so employed for at least 180 days (provided that, in the case of any Restricted Employee who is terminated by Buyer without cause, such 180-day period shall instead be a 90-day period).

(b) During the Restricted Period, Buyer shall not, and shall cause its Subsidiaries not to, solicit, hire or engage or attempt to solicit, hire or engage any employee of Seller other than the Continuing Employees (“Seller Restricted Employees”) to leave the employ of Seller or its Subsidiaries or Affiliates; provided that the foregoing shall not prohibit (i) any general solicitations that are not targeted at a Seller Restricted Employee or the hiring of any Seller Restricted Employee that responds to such general solicitations, (ii) soliciting or hiring any Seller Restricted Employee who is no longer employed by Seller or any of its Affiliates and has not been so employed for at least 180 days (provided that, in the case of any Seller Restricted Employee who is terminated by Seller without cause, such 180-day period shall instead be a 90-day period) or (iii) soliciting or hiring any Seller Restricted Employee who has received a notice of termination (or similar communication) with respect to such employment.

(c) During the Restricted Period, neither Seller nor any of its Affiliates shall, directly or indirectly, own, manage, finance, operate or control, or knowingly participate in the ownership, management, operation, financing or control of any Person that has operations engaged in, directly or indirectly, in the Business; provided, however, that the foregoing shall not restrict Seller and its Affiliates from (i) operating the Seller Retained Businesses nor (ii) acquiring or holding shares of capital stock or other equity interests in any Person that engages in the Business, where such shares or interests represent no more than 5% of the outstanding voting power or equity interests in such Person (provided that, in any such case, such shares or interests are purchased and/or held solely for passive investment purposes and neither Seller nor any of its Affiliates is in control of such Person).

(d) During the Restricted Period, Seller agrees (on behalf of itself and its Affiliates) that following the Closing, Seller shall, and shall cause its Affiliates to, treat all information relating to Buyer, the Business, the Purchased Assets and the Assumed Liabilities as confidential, preserve the confidentiality thereof, and not use or disclose to any Person such information (except to its Affiliates, and its and their directors, officer, members, manager, employees, agents, advisors and representatives (collectively, “Seller’s Representatives”) or as otherwise expressly permitted by this Agreement) unless (i) such information is or becomes publicly available through no act or omission in violation hereof by Seller or any of Seller’s Representatives, (ii) such information (as it relates to Buyer) is or becomes available to Seller on a non-confidential basis from a source other than Buyer or its Affiliates when such source, to the knowledge (after reasonable inquiry) of Seller, is not bound by any contractual, legal or fiduciary



obligation of confidentiality to Buyer or any other person with respect to any of such information or (iii) disclosure of such information is required or reasonably necessary to comply with applicable Law (including the rules or regulations of any U.S. or foreign securities exchange or similar organization) (collectively, “Required by Law”). If the disclosure of such information is Required by Law, Seller shall, to the extent not prohibited by applicable Law, provide Buyer with prior written notice as is reasonably practicable under the circumstances and shall use its reasonable best efforts, at Buyer’s expense, to (A) cooperate with Buyer in obtaining an appropriate protective order and/or (B) obtain reliable assurance that confidential treatment will be accorded to any such information.

#### Section 5.4    Employment Matters.

(a)    Prior to the Closing, Buyer shall have, or shall have caused one of its Affiliates to, offer employment to each Business Employee, in each case effective as of the Closing (each, an “Offer”). Such offer of employment shall have provided (i) employment initially at a location not more than twenty-five (25) miles from such Business Employee’s principal place of employment immediately prior to the Closing, (ii) for compensation and benefits consistent with the requirements of this Section 5.4 and (iii) that employment with such Buyer or one of its Affiliates will commence effective as of the Closing (such offer of employment, a “Qualifying Offer”). Effective as of the Closing, Buyer, or one of its Affiliates, must hire and employ each Business Employee who accepts and does not repudiate his or her Offer prior to the Closing Date. Those Business Employees who accept employment from Buyer pursuant to the Offers and commence employment with Buyer as of the Closing are referred to herein collectively as “Continuing Employees”. For a period of twelve months following the Closing Date, Buyer shall, or shall cause its Subsidiaries to, provide for the Continuing Employees (A) at least the same base salary or wage rate and annual cash incentive opportunities, if any, as those provided to the Continuing Employees immediately prior to the Closing and (B) other employee benefits, including severance benefits as set forth on Schedule 5.4(a), that are substantially comparable in the aggregate to those provided to the Continuing Employee immediately prior to the Closing (excluding any equity or equity-based compensation, special one-time bonuses or retention arrangements, and any defined benefit pension plan or retiree medical plan participation). No provision of this Agreement shall be construed as a guarantee of continued employment of any Continuing Employee with Buyer or any of its Affiliates following the Closing and this Agreement shall not be construed so as to prohibit Buyer or any of its Affiliates from having the right to terminate the employment of any Continuing Employee following the Closing. Buyer shall indemnify and hold harmless and keep indemnified Seller or its applicable Affiliate against any and all Damages and liabilities associated with any termination of employment of a Business Employee that occurs as a result of any failure of Buyer or an Affiliate of Buyer to make a Qualifying Offer.

(b)    From and after the Closing, Buyer shall give each Continuing Employee full credit for purposes of eligibility to participate and vesting under any employee benefit plans, arrangements, collective agreements and employment-related entitlements (including under any 401(k), savings, medical, dental, life insurance, vacation, long-service leave or other leave entitlements, but excluding under any defined benefit pension, post-retirement health and life insurance, severance or separation pay plans) provided, sponsored, maintained or contributed to by Buyer or any of its Subsidiaries for such Continuing Employee’s service with Seller or any of

its Subsidiaries, and with any predecessor employer, to the same extent recognized by Seller or any of its Subsidiaries as of immediately prior to the Closing, except to the extent such credit would result in the duplication of benefits for the same period of service. Within thirty (30) days following the Closing Date, Seller will pay to each Continuing Employee a cash amount equal to the lesser of (i) their accrued but unused paid-time-off balance as of the Closing Date and (ii) 75 hours of accrued but unused paid-time-off as of the Closing Date. As of the Closing, Buyer shall assume and be liable for each Continuing Employee's accrued but unused paid-time-off to the extent in excess of 75 hours of accrued but unused paid-time-off, with such assumed paid-time-off to be used in accordance with, and governed by, the applicable paid-time-off policies of Buyer.

(c) Buyer shall use commercially reasonable efforts to (i) waive, for each Continuing Employee and his or her dependents, any waiting period provision, payment requirement to avoid a waiting period, pre-existing condition limitation, actively-at-work requirement and any other restriction that would prevent immediate or full participation under the health and welfare plans of Buyer or any of its Subsidiaries applicable to such Continuing Employee to the extent such waiting period, pre-existing condition limitation, actively-at-work requirement or other restriction would not have been applicable to such Continuing Employee under the terms of the health and welfare plans of Seller and its Subsidiaries, and (ii) give full credit under the health and welfare plans of Buyer and its Subsidiaries applicable to each Continuing Employee and his or her dependents for all co-payments and deductibles satisfied prior to the Closing in the same plan year as the Closing, and for any lifetime or out-of-pocket maximums, in each of clauses (i) and (ii), as if there had been a single continuous employer.

(d) Effective as of or as soon as administratively practicable following the Closing Date, Buyer shall provide a defined contribution 401(k) plan in which Continuing Employees will be eligible to participate (the "Buyer 401(k) Plan"). On or prior to the Closing Date, Seller or its Affiliates shall cause any Continuing Employees to fully vest in any unvested contributions under any Seller Benefit Plan which is a 401(k) plan (the "Seller 401(k) Plan"). As soon as administratively practicable following the Closing Date, Buyer shall take all commercially reasonable actions necessary to permit Continuing Employees who have an account balance in the Seller 401(k) Plan to rollover (whether by direct or indirect rollover, as selected by such Continuing Employees) his or her "eligible rollover distribution" (as defined under Section 402(c)(4) of the Code) in the form of cash, but excluding any promissory notes or loan balances, from the Seller 401(k) Plan to a Buyer 401(k) Plan.

(e) In respect of any Continuing Employee eligible to participate in an annual cash bonus program of Seller for calendar year 2021, (i) to the extent not paid on or prior to the Closing Date, Seller shall pay such Continuing Employee an amount in cash equal to 260/365th of the target annual cash bonus amount within 30 days following the Closing Date, and (ii) no later than March 15, 2022, Buyer shall pay each such Continuing Employee who remains employed by Buyer or its Affiliate through the date of the payment the remainder of such target annual cash bonus amount.

(f) Nothing in this Section 5.4 shall (i) be construed as an amendment or other modification of any Seller Benefit Plan or other employee benefit plan, (ii) give any third party any right to enforce the provisions of this Agreement, (iii) limit the right of Buyer or any of its

Subsidiaries to amend, terminate or otherwise modify any Seller Benefit Plan or other employee benefit plan or (iv) require Buyer to adopt or maintain any employee benefit plan or from terminating the employment of, or changing the terms of employment of, any Continuing Employee.

Section 5.5 Retention of Books and Records. Buyer shall use reasonable best efforts to retain all books, ledgers, files, reports, plans, records and any other documents pertaining to the Business, the Purchased Assets and the Assumed Liabilities in existence at the Closing that are required to be retained under current retention policies for a period of seven years from the Closing Date. Buyer shall use reasonable best efforts to make the same available after the Closing for inspection and copying by Seller or its representatives, at Seller's expense, during regular business hours and in a manner that does not unreasonably interfere with the operation of the Business or the other businesses of Buyer and its Subsidiaries and upon reasonable request and reasonable advance notice, in each case, (a) in connection with any audit or investigation of, insurance claims by, Actions or disputes involving, or governmental investigations of, Seller or any of its Affiliates, (b) in order to enable Seller to comply with its obligations under this Agreement or any of the other Transaction Documents or (c) for any other reasonable business purpose relating to Seller or any of its Affiliates, but excluding, in each case, any dispute between Seller or any of its Affiliates, on the one hand, and Buyer or any of its Affiliates, on the other hand, except as required by applicable civil process or applicable discovery rules; provided that Buyer shall not be obligated to provide such access or information if it determines, in its reasonable judgment, that doing so would reasonably be expected to (i) violate the rights of its customers, (ii) result in the disclosure of trade secrets or competitively sensitive or classified information to third parties, (iii) violate applicable Law, an applicable Governmental Order or a Contract or obligation of confidentiality owing to a third party, (iv) jeopardize the protection of an attorney-client privilege, attorney work product protection or other legal privilege, (v) be adverse to the interests of such party or any of its Affiliates in any pending or threatened Action, (vi) expose such party or any of its Affiliates to risk of liability for disclosure of sensitive or personal information or (vii) reasonably be prohibited by or inadvisable due to COVID-19 (or otherwise related to COVID-19). In any such event, at the requesting party's reasonable request, the Parties shall use their commercially reasonable efforts to develop an arrangement to communicate, to the extent feasible, the applicable information or a portion thereof in a manner that would not conflict with clauses (i) through (vii) of the immediately preceding sentence or any of the Transaction Documents.

Section 5.6 Further Assurances. The Parties shall use reasonable best efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may reasonably be necessary or as another Party may reasonably request to comply with this Agreement and to consummate and give effect to the transactions contemplated hereby.

Section 5.7 Performance Guarantees. If any outstanding letters of credit, guarantees and other contractual obligations entered into by or on behalf of Seller or any of its Subsidiaries relating to or used in the Business, the Purchased Assets or the Assumed Liabilities (collectively, the "Guarantees") are not replaced by Buyer or its Affiliates, or Seller and its Subsidiaries is not fully released therefrom, (a) Seller shall, and shall cause its Subsidiaries to, cause any such Guarantee to remain in effect from and after the Closing; and (b) Buyer agrees

that, to the extent Seller or any of its Subsidiaries incurs any cost or expense, or is required to make any payment, in connection with any such Guarantees on or after the Closing, Buyer shall indemnify and hold harmless Seller and its Subsidiaries against, and reimburse Seller and its Subsidiaries for, any and all amounts paid, including out-of-pocket costs or expenses actually incurred in connection with such Guarantees, including Seller's and its Subsidiaries' expenses in maintaining such Guarantees, whether or not any such Guarantee is drawn upon or required to be performed, and shall in any event promptly and in no event later than three Business Days after written demand therefor from Seller, reimburse Seller and its Subsidiaries to the extent that any Guarantee is called upon and Seller or any of its Subsidiaries makes any payment or incurs any liability in respect of any such Guarantee.

#### Section 5.8 Tax Matters.

(a) In the case of any Straddle Period, the portion of any ad valorem or property Taxes that are payable for such Straddle Period and relate to the portion of such Straddle Period ending on the Closing Date shall be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on the Closing Date and the denominator of which is the number of days in the entire Straddle Period. Seller and Buyer shall promptly reimburse each other in accordance with such allocation for any such Taxes which any Party is required to pay under applicable Law and the other Party is required to pay under this Section 5.8(a).

(b) Notwithstanding anything else in this Agreement, Buyer shall be responsible for and shall pay 100% of all Transfer Taxes. Buyer shall prepare and file all necessary Tax Returns and other required documentation relating to such Transfer Taxes in accordance with applicable Law. To the extent reasonably requested by Buyer, each other party to this Agreement shall cooperate in the filing and join in the execution of any such Tax Returns and other required documentation. Upon Buyer's request, Seller shall promptly reimburse Buyer for Seller's share of any such Transfer Taxes. The Parties shall reasonably cooperate with each other, including providing each other with appropriate exemption certificates and other documentation, to reduce the amount of Transfer Taxes.

(c) The Parties agree to allocate the Estimated Purchase Price (and any Assumed Liabilities and other items, including any payment to Seller pursuant to Section 2.5, taken into account as consideration for the Purchased Assets under applicable Tax Law) among the Purchased Assets for purposes of Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any comparable or similar provisions of applicable state and local Tax Law) by preparing a written schedule in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Purchase Price Allocation"). No later than 60 days after the date that the Determination Date, Buyer shall deliver to Seller for its review and comment the draft Purchase Price Allocation, which Seller shall have 15 days to provide reasonable written comments upon, if any. Buyer shall amend the Purchase Price Allocation to include any of Seller's reasonable written comments that Buyer agrees with. If the Parties are unable to agree on any of Seller's comments, then Seller and Buyer shall negotiate in good faith to resolve any such disagreement, but if they do not reach a final resolution within 30 days after the delivery of Seller's comments (or such longer period as the Parties may mutually agree in writing), Seller and Buyer shall submit such dispute to the Auditor. Seller and Buyer shall use

their commercially reasonable efforts to cause the Auditor to resolve all disagreements as soon as practicable with respect to the disputed items. The resolution of the dispute by the Auditor shall be final and binding on and non-appealable by the Parties hereto (such Purchase Price Allocation, as agreed to by the Parties or as determined by the Auditor, the “Final Allocation Schedule”) and the costs and expenses of the Auditor shall be borne equally by Buyer and Seller. Unless otherwise required by a change in applicable Law or good faith resolution of a Tax contest, neither Buyer nor Seller shall take any position inconsistent with the final Purchase Price Allocation in any Tax Return or any judicial, administrative, or other proceeding.

(d) Notwithstanding anything to the contrary in this Agreement, neither Buyer nor any of its Affiliates shall enter in any voluntary disclosure agreement (or similar agreement) or participate in any voluntary disclosure (or similar disclosure) with any Governmental Authority, which could increase Seller’s (or any of its Affiliates) liability for Taxes (including any liability of Seller to indemnify Buyer for Taxes pursuant to this Agreement) without Seller’s prior written consent.

#### Section 5.9 NISPOM Notification.

(a) Within five Business Days of the Closing, Seller shall prepare and submit to DCSA and, to the extent required by Law, any other CSA, a notification of the transactions contemplated by this Agreement pursuant to 32 C.F.R. § 117.8(c)(7)(i) and other applicable national industrial security regulations (the “NISPOM Notice”). Buyer shall reasonably cooperate in providing Seller information relating to Buyer and its Affiliates for the NISPOM Notice. Seller and Buyer shall promptly provide DCSA or any other CSA with all necessary information within their respective control to respond to any inquiries made by DCSA or a CSA.

(b) From and after the date hereof, Seller and Buyer shall reasonably cooperate in Seller’s or Buyer’s request, as applicable, from DCSA and any other such CSA for the continuance of all U.S. government facility security clearances or other applicable national industrial security authorizations or accreditations reasonably necessary to conduct its business in all material respects as currently conducted as of the date hereof.

#### Section 5.10 Seller Names and Marks.

(a) After the Closing, Buyer shall not, and shall not permit the Business to, use any of the Seller Names and Seller Marks. Buyer, for itself and its Affiliates, acknowledges and agrees that neither Buyer nor any of its Affiliates shall have any rights in any of the Seller Names and Seller Marks, and neither Buyer nor any of its Affiliates shall contest the ownership or validity of any rights of Seller or any of its Affiliates in or to any of the Seller Names and Seller Marks. Notwithstanding the foregoing, (i) Seller acknowledges that certain of the Seller Names and Seller Marks have been used prior to the Closing in connection with Contracts of the Business and any invoices, letters or other documentation related thereto and use of such Seller Names and Seller Marks in connection with and those materials shall not, subject to the remainder of this Section 5.10, be deemed a breach of this Section 5.10; provided, however, that Buyer shall use reasonable best efforts to notify all counterparties to such Contracts of the name change in the ordinary course of business following the Closing Date, and (ii) Buyer shall, for a period of six months after the Closing Date, be entitled to use, solely in connection with the

operation of the Business, all of the Business' existing stocks of signs, letterheads, invoices, advertisements and promotional materials and all Internet website content, inventory and other documents and materials, in each case, in existence and used by the Business as of the Closing (collectively, the "Existing Stock"), in each case, containing, bearing or embodying the Seller Names and Seller Marks, after which period Buyer shall cause the removal or obliteration of all Seller Names and Seller Marks from such Existing Stock or cease using such Existing Stock.

(b) Notwithstanding anything herein to the contrary, Buyer and its applicable Affiliates shall not be required to hide, edit, modify or remove the Seller Names and Seller Marks (i) from any given Business Software until the later of (A) the next actual major release date of such Business Software or (B) six months after the Closing (such date, for each such item of Business Software, the "Wind-Down Date"); (ii) that are incorporated in any existing Business Software installed prior to the Wind-Down Date on-premise or hosted using an instance installed prior to the Wind-Down Date for which the customer or licensed user has elected not to update such Business Software with a new release; or (iii) that are not visible by the customer, licensed user or any third party at any time during the installation, operation or use of the Business Software. Effective upon the Closing, the Seller hereby grants to Buyer and its Affiliates, a limited, non-exclusive, royalty-free license to (1) continue to use the Seller Names and Seller Marks in connection with the Business Software, solely as the Seller Names and Seller Marks are used as of the Closing and subject to maintaining at least the same quality standards and service levels as the Business employed prior to the Closing, until the Wind-Down Date for such Business Software and (2) otherwise use the Seller Names and Seller Marks in accordance with this Section 5.10.

#### Section 5.11 Contracting Matters.

(a) From and after the Closing until March 31, 2022, Buyer shall make the CIO-CS Vehicle available to Seller and its Affiliates for purposes of Seller or its Affiliates submitting new Government Bids and performing under resulting Government Contracts; provided, however, that (i) any such Government Bid and resulting Government Contract must relate to the Seller Retained Business and (ii) Buyer shall have no obligation to submit any Government Bid for an opportunity that it decides to pursue or that Buyer reasonably determines would create an unmitigable conflict of interest or otherwise does not comply with the requirements of the CIO-CS Vehicle and any relevant solicitation or request for proposals.

(b) Upon Transfer to Buyer of a Contract Related to the Business under which Retained Work resides, Buyer shall use commercially reasonable efforts to provide Seller with the economic and operational equivalent of the retention of the Retained Work. In furtherance of these efforts, Buyer and Seller shall negotiate in good faith subcontract agreements in with terms substantially similar to the Subcontract Pending Novation for such pass-through arrangements.

(c) From and after the Closing, Buyer shall use commercially reasonable efforts to collect the Outstanding Receivables and remit to Seller, within seven Business Days of receipt any amount collected that is an Outstanding Receivable, the amount of such Outstanding Receivable, net of any commissions or similar payments owed to any Continuing Employee in respect of such Outstanding Receivable.



## **ARTICLE VI. SURVIVAL; INDEMNIFICATION**

Section 6.1 Survival. None of the representations and warranties of any Party contained in this Agreement shall survive the Closing. The covenants and agreements set forth in this Agreement shall survive the Closing in accordance with their respective terms.

### Section 6.2 Indemnification.

(a) Indemnification by Seller. Subject to the limitations set forth in this Article VI, from and after the Closing, Seller will indemnify and hold harmless Buyer, each of its Affiliates, and its and their respective managers, general partners, directors, officers and employees (collectively, the "Buyer Indemnified Parties") from and against any and all Damages incurred or suffered by any Buyer Indemnified Party that relate to, arise out of or result from (i) any Excluded Liability (other than any liability relating to any Specified Matter); and (ii) any breach after the Closing of any covenant or other agreement of Seller under this Agreement (the foregoing clauses (i) and (ii), collectively, the "Other Seller Indemnified Matters"); and (iii) any failure of Seller or any of its Subsidiaries to remit any sales or use Tax on purchases of hardware or any related components, including software, where such hardware or related component, including software, is used in the Business and such purchase occurred in a Pre-Closing Tax Period (the "Specified Matter").

(b) Indemnification by Buyer. Subject to the limitations set forth in this Article VI, from and after the Closing, Buyer will indemnify and hold harmless Seller, each of its Affiliates, and its and their respective, managers, general partners, directors, officers and employees (collectively, the "Seller Indemnified Parties") from and against any and all Damages incurred or suffered by any Seller Indemnified Party that relate to, arise out of or result from (i) any Assumed Liability; and (ii) any breach after the Closing of any covenant or other agreement of Buyer under this Agreement (the foregoing clauses (i) and (ii), collectively, the "Buyer Indemnified Matters").

### Section 6.3 Procedures.

(a) Any Person entitled to be indemnified under this Article VI (the "Indemnified Party") shall promptly give written notice to the party hereto from whom indemnification may be sought (the "Indemnifying Party") of any pending or threatened Action against the Indemnified Party that has given or would reasonably be expected to give rise to such right of indemnification with respect to such Action (a "Third Party Claim"), indicating, with reasonable specificity, the nature of such Third Party Claim, the basis therefor, a copy of any material documentation received from the third party, the amount and calculation of the Damages (if then known) for which the Indemnified Party is entitled to indemnification under this Article VI (and a good faith estimate of any such future Damages relating thereto), and the provision(s) of this Agreement in respect of which such Damages shall have occurred. A failure by the Indemnified Party to give notice of a Third Party Claim pursuant to this Section 6.3(a) or to tender the defense of the Third Party Claim pursuant to Section 6.3(b) shall not limit the obligations of the Indemnifying Party under this Article VI, except to the extent such Indemnifying Party is materially prejudiced thereby.

(b) With respect to any Third Party Claim, the Indemnifying Party under this Article VI shall have the right, but not the obligation, to assume the control and defense, at its own expense and by counsel of its own choosing (who shall be reasonably acceptable to the Indemnified Party), of such Third Party Claim and any Third Party Claims related to the same or a substantially similar set of facts by providing written notice to the Indemnified Party within 20 days of receiving notice of the Third Party Claim pursuant to Section 6.3(a); provided that the Indemnifying Party shall not be entitled to assume the control and defense of such Third Party Claim, and shall pay the reasonable fees and expenses of counsel retained by the Indemnified Party, if (i) such Third Party Claim relates to, or arises in connection with, a criminal Action; (ii) a material conflict of interest exists between the applicable Indemnified Party and the Indemnifying Party with respect to the defense of such Third Party Claim (including if there are specific defenses available to the Indemnified Party that are different from or additional to those available to the Indemnifying Party and that could be materially adverse to the Indemnifying Party); (iii) upon petition by the Indemnified Party, an appropriate court of competent jurisdiction rules that the Indemnifying Party failed or is failing to vigorously prosecute or defend such Third Party Claim; or (iv) the Third Party Claim seeks an order, injunction or other equitable relief or relief for other than money damages against the Indemnified Party.

(c) If the Indemnifying Party so undertakes to control and defend any such Third Party Claim pursuant to Section 6.3(b), (i) the Indemnified Party shall reasonably cooperate with the Indemnifying Party and its counsel in the defense against, and settlement of, any such Third Party Claim; (ii) the Indemnifying Party shall keep the Indemnified Party timely apprised of any material developments with respect to such Third Party Claim and the Indemnified Party shall be entitled to receive copies of all pleadings, notices and communications with respect to such Third Party Claim as the Indemnified Party may reasonably request; (iii) such Third Party Claim underlying such defense will be irrevocably and unconditionally deemed to be indemnifiable under this Agreement by the Indemnifying Party; (iv) the Indemnifying Party shall thereby waive its right to make any claim that any Damages suffered by the Indemnified Party (other than the fees of the Indemnified Party's separate legal counsel or any other expenses incurred by the Indemnified Party without the request or direction of, or in connection with, the Indemnified Party) are not indemnifiable hereunder (subject to the applicable limitations contained herein); and (v) the Indemnifying Party shall not settle any such Third Party Claim without the written consent of the Indemnified Party (not to be unreasonably withheld, conditioned or delayed) unless such settlement (A) does not involve any non-monetary relief against or any finding or admission of any violation of Law or wrongdoing by the Indemnified Party, (B) expressly and unconditionally releases the Indemnified Party and its Affiliates from all liabilities and obligations with respect to such Third Party Claim and (C) any money damages are borne solely by the Indemnifying Party and, in such case, the Indemnifying Party shall notify the Indemnified Party in writing prior to effecting any settlement and shall make available a copy of the settlement agreement for the Indemnified Party's review prior to execution thereof. Subject to the foregoing, if the Indemnifying Party so undertakes to control and defend any such Third Party Claim, the Indemnified Party shall have the right to participate in, but not control, the defense of such Action at its own cost and expense, and to employ separate legal counsel, which legal counsel shall cooperate with the Indemnifying Party and its legal counsel.

(d) In the event the Indemnifying Party does not elect, or is not permitted, to assume control of the defense of a Third Party Claim pursuant to Section 6.3(b), then the Indemnified Party shall have the right to assume the control and defense (the costs and expense of which will be borne by the Indemnified Party) with counsel of its own choosing. In such case, (i) the Indemnifying Party shall reasonably cooperate with the Indemnified Party and its counsel in the defense against, and settlement of, any such Third Party Claim and (ii) the Indemnified Party shall keep the Indemnifying Party timely apprised of any material developments with respect to such Third Party Claim, and the Indemnifying Party shall be entitled to receive copies of such pleadings, notices and communications with respect to any Third Party Claim as the Indemnifying Party may reasonably request; provided, however, that the Indemnified Party may not settle any Third Party Claim without the written consent of the Indemnifying Party (not to be unreasonably withheld, conditioned or delayed). If the Indemnifying Party does not assume the control and defense of a Third Party Claim, it shall nevertheless be entitled to participate in, but not control, the defense of such Action at its own cost and expense and to employ separate legal counsel at its own cost and expense, which legal counsel shall cooperate with the Indemnified Party and its legal counsel.

(e) With respect to any Third Party Claim that implicates the Seller Indemnified Parties, on the one hand, and the Buyer Indemnified Parties, on the other hand, in any material respect due to the allocation of liabilities, responsibilities for management of defense and related indemnities pursuant to this Agreement (a “Shared Matter”), Seller and Buyer shall use their respective reasonable best efforts cooperate and maintain a joint defense (in a manner that is intended to preserve for all Parties any privilege with respect thereto). Notwithstanding anything to the contrary herein, the Parties may jointly retain counsel (in which case the cost of counsel shall be shared in proportion to their expected financial exposure, which costs shall be reallocated at such time as the expected financial exposure is finally determined in proportion to such final determined financial exposure) or retain separate counsel (in which case each party will bear the cost of its separate counsel) with respect to any Shared Matter. If the Parties jointly retain counsel and the expected financial exposure is not reasonably estimable, then the Parties shall equally share the cost of joint counsel until such time as the expected financial exposure is finally determined. The party with the greater financial exposure to a Shared Matter shall manage such Shared Matter; provided that any outside counsel employed by a party managing the Third Party Claim with respect thereto shall be subject to the approval of the other Party (not to be unreasonably withheld, conditioned or delay); provided, further, that if the Third Party Claim involves the pursuit of any criminal sanctions or penalties or seeks equitable or injunctive relief against any party or a Subsidiary of a party, that party shall be entitled to control the defense of the claim against such party. The party managing such Shared Matter shall on a quarterly basis, or if a material development occurs as soon as reasonably practicable thereafter, inform the other party of the status of and developments relating to any Shared Matter and provide copies of any material document, notices or other materials related to such Shared Matter; provided that the failure to provide any such information shall not be a basis for liability of a party managing such Shared Matter except and solely to the extent the other party shall have been materially prejudiced thereby.

(f) In the event that any Indemnified Party has or may have an indemnification claim against any Indemnifying Party under this Article VI that does not involve a Third Party Claim (a “Direct Claim”, and together with the Third Party Claims, each, a

“Claim”), the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party indicating, with reasonable specificity, the nature of such Direct Claim, the basis therefor, the amount and calculation of the Damages (if then known) for which the Indemnified Party is entitled to indemnification under this Article VI (and a good-faith estimate of any such future Damages relating thereto), and the provision(s) of this Agreement in respect of which such Damages shall have occurred. A failure by the Indemnified Party to give notice in a timely manner pursuant to this Section 6.3(f) shall not limit the obligations of the Indemnifying Party under this Article VI, except to the extent such Indemnifying Party is materially prejudiced thereby. If the Indemnifying Party disputes its liability with respect to such Direct Claim, the Indemnifying Party and the Indemnified Party shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in the appropriate court of competent jurisdiction set forth in Section 7.13.

(g) Following the final resolution of any Claim pursuant this Section 6.3, if any amounts are owed to Buyer in connection therewith, then, within five Business Days of such final resolution, Buyer and Seller shall execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Buyer delivered to the Escrow Agent in accordance with the Escrow Agreement, to Buyer such amount(s) owed to Buyer (i) in the case of the final resolution of any Claim respect of any Other Seller Indemnified Matters, from the then-remaining Indemnity Escrow Funds, and (ii) in the case of the final resolution of any Claim in respect of the Specified Matter, the then-remaining Specified Matter Escrow Funds.

Section 6.4 Mitigation. Each Indemnified Party will use commercially reasonable efforts to mitigate any Damage upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto.

Section 6.5 Limitations on Indemnification for the Specified Matter. The Specified Matter Escrow Funds shall be the sole and exclusive source of recovery for any indemnification pursuant to this Article VI in respect of the Specified Matter, and all claims for payment in respect of the Specified Matter shall be asserted solely against the Specified Matter Escrow Funds in accordance with this Article VI and the Escrow Agreement.

Section 6.6 Release of Indemnity Escrow Funds and Specified Matter Escrow Funds.

(a) Indemnity Escrow Funds. On March 21, 2022, any then-remaining Indemnity Escrow Funds in excess of the sum of (i) \$5,000,000 and (ii) the aggregate amount of the Buyer Indemnified Parties’ good faith estimate of all then-pending Claims with respect to any Other Seller Indemnified Matters shall be released to Seller. On September 21, 2022, any then-remaining Indemnity Escrow Funds in excess of the sum of (A) \$2,500,000 and (B) the aggregate amount of the Buyer Indemnified Parties’ good faith estimate of all then-pending Claims with respect to any Other Seller Indemnified Matters shall be released to Seller. On March 21, 2023, any then-remaining Indemnity Escrow Funds in excess of the aggregate amount of the Buyer Indemnified Parties’ good faith estimate of all pending Claims with respect to any Other Seller Indemnified Matters shall be released to Seller.

(b) Specified Matter Escrow Funds. On September 21, 2022, any then-remaining Specified Matter Escrow Funds in excess of *the sum of* (i) \$8,333,333 and (ii) the aggregate amount of the Buyer Indemnified Parties' good faith estimate of all then-pending Third Party Claims with respect to any Specified Matters shall be released to Seller. On September 21, 2023, any then-remaining Specified Matter Escrow Funds in excess of the aggregate amount of the Buyer Indemnified Parties' good faith estimate of all pending Third Party Claims with respect to any Specified Matters shall be released to Seller.

(c) Joint Written Instructions. Upon the release of any Indemnity Escrow Funds or Specified Matter Escrow Funds to Seller pursuant to this Section 6.6, Buyer and Seller shall promptly execute and deliver joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse, pursuant to the written payment instructions of Seller delivered to the Escrow Agent in accordance with the Escrow Agreement, to Seller such Indemnity Escrow Funds or Specified Matter Escrow Funds, as applicable.

Section 6.7 Characterization of Indemnification Payments. Except as otherwise required by applicable law, the Parties will treat any indemnification payment made hereunder as an adjustment to the Purchase Price.

Section 6.8 Exclusive Remedy. Except (a) in the event of any fraud and (b) for specific performance, injunctive relief and other equitable remedies available pursuant to this Agreement, from and after the Closing the sole and exclusive remedy of each Indemnified Party with respect to any and all matters arising out of, relating to or connected with this Agreement and the transactions contemplated hereby will be the indemnification provisions set forth in this Article VI. In furtherance of the foregoing, each Party (on behalf of itself and its Subsidiaries, Affiliates and Representatives) hereby waives, from and after the Closing, any and all rights, claims and causes of action that it may have against the other Party or any of its Subsidiaries, Affiliates or Representatives arising under or based upon any Law or otherwise (except pursuant to the indemnification provisions set forth in this Article VI).

## **ARTICLE VII. MISCELLANEOUS**

Section 7.1 Waiver. Any party to this Agreement may, at any time prior to the Closing, by action taken by its board of directors, or officers thereunto duly authorized, waive any of the terms or conditions of this Agreement or (without limiting Section 7.10) agree to an amendment or modification to this Agreement by an agreement in writing executed in the same manner (but not necessarily by the same Persons) as this Agreement. No waiver by any of the Parties of any default, misrepresentation or breach of representation, warranty, covenant or other agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver by any of the Parties of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the party sought to be charged with such waiver.

Section 7.2 Notices. All notices and other communications between the Parties shall be in writing and shall be deemed to have been duly given (i) when delivered in

person, (ii) when delivered by FedEx or other nationally recognized overnight delivery service, or (iii) when delivered by email, addressed as follows:

(a) If to Buyer, to:

c/o Peraton Corp.  
12975 Worldgate Drive, Suite 700  
Herndon, Virginia 20170  
Attention: Jim Winner  
Email: jwinner@peraton.com

with a copy (which shall not constitute notice) to:

Veritas Capital Fund Management, L.L.C.  
9 West 57th Street, 32nd Floor  
New York, New York  
Attention: Aneal Krishnan  
Email: akrishnan@veritascapital.com

Milbank LLP  
55 Hudson Yards  
New York, New York 10001  
Attention: Rick Presutti  
Email: rpresutti@milbank.com

(b) If to Seller, prior to the Closing, to:

ViON Corporation  
196 Van Buren St. Suite 300  
Herndon, VA 20170  
Attention: Tom Frana  
Email: Tom.Frana@vion.com

with copies (which shall not constitute notice) to:

Latham & Watkins LLP  
555 Eleventh Street, N.W., Suite 1000  
Washington, D.C. 20004-1304  
Attention: Joseph Simei  
Email: Joseph.Simei@lw.com

or to such other address or addresses as the Parties may from time to time designate in a written notice delivered in accordance with this Section.

Section 7.3 Assignment. No party hereto shall assign this Agreement or any part hereof without the prior written consent of the other party; provided, however, that, notwithstanding the foregoing, (a) Buyer may collaterally assign its rights hereunder to its Lenders or any collateral agent or trustee therefor without Seller's consent and (b) Buyer may



assign any rights and obligations (including any right to purchase any Purchased Asset, or to assume any Assumed Liability) hereunder to its Affiliates without Seller's consent; provided, further, that in the case of any assignment described in this clause (b), no such assignment shall relieve Buyer of its obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Section 7.3 is subject to Section 7.17.

Section 7.4 Rights of Third Parties; Successors in Interests.

(a) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the Parties, any right or remedies under or by reason of this Agreement; provided, however, that, notwithstanding the foregoing, Prior Seller Counsel and the Designated Persons shall be intended third-party beneficiaries of, and may enforce, Section 7.16.

(b) For the avoidance of doubt, in the event that, following the Closing, any Party (i) sells all or substantially all of, or a material portion of, its assets, in a single transaction or series of related transactions, to a third party, or (ii) is party to a merger, consolidation, restructuring or other similar transaction, then such third party, in the case of the foregoing clause (i), or the resulting entity in such transaction, in the case of the foregoing clause (ii) (each, a "Successor in Interest"), the applicable Successor in Interest shall become a Party to this Agreement as Seller or Buyer, as applicable, and shall comply with, and be subject to, the terms and conditions of this Agreement applicable to such Party.

(c) This Section 7.4 is subject to Section 7.17.

Section 7.5 Expenses. Except as otherwise provided in this Agreement, each Party shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby whether or not such transactions shall be consummated, including all fees of its legal counsel, financial advisers and accountants; provided, however, that the fees and expenses of the Auditor, if any, shall be paid in accordance with Section 2.5.

Section 7.6 Governing Law. This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction. This Section 7.6 is subject to Section 7.17.

Section 7.7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic transmission (e.g., "pdf") will be effective as delivery of a manually executed counterpart hereof.

Section 7.8 Schedules and Annexes. The Schedules and Annexes referenced herein are a part of this Agreement as if fully set forth herein. All references herein to Schedules and Annexes shall be deemed references to such parts of this Agreement, unless the context shall

otherwise require. Any disclosure made by a party in the Schedules with reference to any section or schedule of this Agreement shall be deemed to be a disclosure with respect to all other sections or schedules to which the relevance of such disclosure to such other sections or schedules is reasonably apparent on the face of such disclosure. Certain information set forth in the Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. The disclosure of any information shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in this Agreement, nor shall such information be deemed to establish a standard of materiality.

Section 7.9 Entire Agreement. This Agreement (together with the Schedules and Annexes to this Agreement) and the Transaction Documents constitute the entire agreement between the Parties relating to the transactions contemplated hereby and supersede any other agreements, whether written or oral, that may have been made or entered into by or among any of the Parties or any of their respective Subsidiaries relating to the transactions contemplated hereby. No representations, warranties, covenants, understandings or agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist among any of the Parties, except as expressly set forth in this Agreement and the Transaction Documents.

Section 7.10 Amendments. This Agreement may be amended or modified in whole or in part, only by a duly authorized agreement in writing executed in the same manner as this Agreement and which makes reference to this Agreement. This Section 7.10 is subject to Section 7.17.

Section 7.11 Publicity. No Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party (which approval shall not be unreasonably withheld, delayed or conditioned) unless, in the reasonable judgment of such Party, disclosure is otherwise required by applicable Law; *provided* that, to the extent any such disclosure is required by applicable Law, the Party intending to make such disclosure shall consult with the other Party with respect to the content and timing of any such disclosure before such disclosure is made. Notwithstanding the foregoing, but subject to the Confidentiality Agreement, nothing in this Section 7.11 shall prevent any Affiliate of Buyer that is a private equity or similar investment fund, or any manager or general partner of any such fund, from reporting or disclosing with respect to fundraising, marketing, informational or reporting activities, on a confidential basis, to its partners, investors, potential investors or similar parties (in each case that are bound to an obligation of confidentiality with respect to), general information regarding this Agreement and the transactions contemplated hereby.

Section 7.12 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect under the Laws governing this Agreement, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by Law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained

herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

Section 7.13 Jurisdiction; Waiver of Jury Trial.

(a) Any Action based upon, arising out of or related to this Agreement or the transactions contemplated hereby may be brought in the Delaware Chancery Court (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Delaware), and, in each case, appellate courts therefrom, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such Action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of such Action shall be heard and determined only in any such court, and agrees not to bring any Action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any Action brought pursuant to this Section 7.13(a).

(b) Each Party hereby waives, to the fullest extent permitted by applicable Law, any right it may have to a trial by jury in respect of any Action arising out of this Agreement or the transactions contemplated hereby. Each Party (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such party would not, in the event of any Action, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other Party has been induced to enter into this Agreement by, among other things, the mutual waiver and certifications in this Section 7.13(b).

(c) This Section 7.13 is subject to Section 7.17.

Section 7.14 Enforcement. The Parties agree that irreparable damage may occur, and that the Parties would not have any adequate remedy at law, in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement, without proof of actual damages or otherwise, in addition to any other remedy to which any party is entitled at law or in equity. Each party agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The Parties further agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to law or inequitable for any reason, nor to assert that a remedy of monetary damages would provide an adequate remedy.

Section 7.15 Non-Recourse. Except to the extent otherwise set forth in the Confidentiality Agreement, this Agreement may only be enforced against, and any claim or cause of action based upon, arising out of, or related to in any manner this Agreement, or the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (including any representation or warranty made in, in connection with, or as an

inducement to this Agreement) may only be brought against, the entities that are expressly named as Parties and then only with respect to the specific obligations set forth herein with respect to such party. Except to the extent a named party to this Agreement (and then only to the extent of the specific obligations undertaken by such named party in this Agreement and not otherwise), except as set forth in the Confidentiality Agreement, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney, advisor, or representative or Affiliate of any of the foregoing shall have any liability (whether in contract, tort, equity or otherwise) for any one or more of the representations, warranties, covenants, agreements or other obligations or liabilities of any one or more of Seller or Buyer under this Agreement (whether for indemnification or otherwise) or of or for any claim based on, arising out of, or related to this Agreement, or the negotiation, execution or performance of this Agreement, or the transactions contemplated hereby (including any representation or warranty made in, in connection with, or as an inducement to this Agreement).

**Section 7.16 Waiver of Conflicts Regarding Representations; Non-Assertion of Attorney-Client Privilege.**

(a) **Conflicts of Interest.** Buyer acknowledges that Latham & Watkins LLP (“**Prior Seller Counsel**”) has, on or prior to the Closing Date, represented one or more of Seller and its Subsidiaries and other Affiliates, and their respective officers, employees and directors (each, a “**Designated Person**”) in one or more matters relating to this Agreement or any other agreements or transactions contemplated hereby (including any matter that may be related a litigation, claim or dispute arising under or related to this Agreement or such other agreements or in connection with such transactions) (each, an “**Existing Representation**”), and that, in the event of any post-Closing matters (i) relating to this Agreement or any other agreements or transactions contemplated hereby (including any matter that may be related to a litigation, claim or dispute arising under or related to this Agreement or such other agreements or in connection with such transactions) and (ii) in which Buyer or any of its Affiliates, on the one hand, and one or more Designated Persons, on the other hand, are or may be adverse to each other (each, a “**Post-Closing Matters**”), the Designated Persons reasonably anticipate that Prior Seller Counsel will represent them in connection with such matters. Accordingly, Buyer hereby (A) waives and shall not assert to cause its Affiliates to waive and to not assert, any conflict of interest arising out of or relating to the representation by one or more Prior Seller Counsel of one or more Designated Persons in connection with one or more Post-Closing Matters (the “**Post-Closing Representations**”), and (B) agrees that, in the event that a Post-Closing Matter arises, Prior Seller Counsel may represent one or more Designated Persons in such Post-Closing Matter even though the interests of such Person(s) may be directly adverse to Buyer or any of its Affiliates, and even though Prior Seller Counsel may be currently representing Buyer or any of its Affiliates. Without limiting the foregoing, each of Buyer and Seller (on behalf of itself and its Affiliates) consents to the disclosure by Prior Seller Counsel, in connection with one or more Post-Closing Representations, to the Designated Persons of any information learned by Prior Seller Counsel in the course of one or more Existing Representations, whether or not such information is subject to the attorney-client privilege of Seller or any of its Subsidiaries and/or Prior Seller Counsel’s duty of confidentiality as to Seller or any of its Subsidiaries and whether or not such disclosure is made before or after the Closing.

(b) Attorney-Client Privilege. Each Party (on behalf of itself and its Affiliates) waives and shall not assert, and agrees after the Closing to cause its Affiliates to waive and to not assert, any attorney-client privilege, attorney work-product protection or expectation of client confidence with respect to any communication between any Prior Seller Counsel, on the one hand, and any Designated Person or Seller or any of its Subsidiaries (collectively, the “Pre-Closing Designated Persons”), on the other hand, or any advice given to any Pre-Closing Designated Person by any Prior Seller Counsel, occurring during and in furtherance of one or more Existing Representations (collectively, “Pre-Closing Privileges”) in connection with any Post-Closing Representation, including in connection with a dispute between any Designated Person and one or more of Buyer and its respective Affiliates, it being the intention of the Parties that all rights to such Pre-Closing Privileges, and all rights to waiver or otherwise control such Pre-Closing Privilege, shall be retained by Seller, and shall not pass to or be claimed or used by Buyer, except as provided in the last sentence of this Section 7.16(b). Furthermore, each of Buyer and Seller (on behalf of itself and its Affiliates) acknowledges and agrees that any advice given to or communication with any of the Designated Persons shall not be subject to any joint privilege (whether or not Seller or one more of its Subsidiaries also received such advice or communication) and shall be owned solely by such Designated Persons.

(c) Privileged Materials. All such Pre-Closing Privileges, and all books and records and other documents of Seller and its Subsidiaries containing any advice or communication that is subject to any Pre-Closing Privilege (“Privileged Materials”), shall be excluded from the purchase, and shall be distributed to Seller (on behalf of the applicable Designated Persons) immediately prior to the Closing with (in the case of such books and records). Absent the prior written consent of Seller, acting on behalf of the applicable Designated Persons, Buyer shall not have a right of access to Privileged Materials.

Section 7.17 Debt Financing Sources. Notwithstanding anything in this Agreement to the contrary, the Parties hereby:

(a) agree that any suit, action or proceeding, whether in contract or in tort or otherwise, involving any Lender Related Party, arising out of or relating to, this Agreement, the Debt Financing or any of the agreements entered into in connection with the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder (a “Financing Action”) shall be subject to the exclusive jurisdiction of the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and any appellate courts thereof) and irrevocably submit themselves and their respective property with respect to any such Financing Action to the exclusive jurisdiction of such courts, and such Financing Action (except to the extent relating to the interpretation of any provisions in this Agreement (including any provision in any documentation related to the Debt Financing that expressly specifies that the interpretation of such provisions shall be governed by and construed in accordance with the Law of the State of Delaware)) shall be governed by, and construed in accordance with, the Law of the State of New York (without giving effect to any conflicts of law principles that would result in the application of the laws of another jurisdiction);

(b) agree not to bring or support any Financing Action of any kind or description, whether in Law or in equity, whether in contract or in tort or otherwise, against any Lender Related Party, as the case may be, in any way arising out of or relating to, this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and any appellate courts thereof);

(c) irrevocably waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum to the maintenance of any Financing Action in any such court with respect to any Financing Action against any Lender Related Party;

(d) KNOWINGLY, INTENTIONALLY AND VOLUNTARILY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY FINANCING ACTION BROUGHT AGAINST THE LENDER RELATED PARTIES IN ANY WAY ARISING OUT OF OR RELATING TO, THIS AGREEMENT, THE DEBT FINANCING OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PERFORMANCE OF ANY SERVICES THEREUNDER;

(e) agree that none of the Lender Related Parties will have any liability to the Parties (in each case, other than Buyer and its Subsidiaries from and after the Closing under the Debt Commitment Letter to the extent a party thereto) relating to or arising out of this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby or the performance of any services thereunder, whether in law or in equity, whether in contract or in tort or otherwise (provided that, notwithstanding the foregoing, nothing herein shall affect the rights of Buyer or its Affiliates that is a party to the Debt Commitment Letter (or definitive financing documentation) against the Lender Related Parties under the Debt Commitment Letter or such definitive financing documentation with respect to the Debt Financing or any of the transactions contemplated thereby or the performance of any services thereunder);

(f) agree that the Lender Related Parties are express third party beneficiaries of, and may enforce, any of the provisions in this Agreement reflecting the agreements, and such provisions and the definition of "Lenders" and "Lender Related Party" shall not be amended in any way adverse to the Lender Related Parties without the prior written consent of the Lenders; and

(g) agree that Buyer may assign this Agreement (and all rights, interests and obligations hereunder) for collateral security purposes to any Person providing financing thereto pursuant to the terms of such financing (including for purposes of creating a security interest herein or otherwise assigning as collateral in respect of such financing) but, in each case, no such assignment shall relieve Buyer of any of its obligations hereunder.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed as of the date first above written.

PERSPECTA ENTERPRISE SOLUTIONS  
LLC


A handwritten signature in black ink, appearing to read "K. Stuart Shea", written over a horizontal line.

By: \_\_\_\_\_

Name: K. Stuart Shea

Title: President and Chief Executive  
Officer

**VION CORPORATION**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**Attachment I**  
**Transition Services Agreement**

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**TRANSITION SERVICES AGREEMENT**

This TRANSITION SERVICES AGREEMENT (this “Agreement”), dated as of September 21, 2021 (the “Effective Date”), is entered into by and between ViON Corporation, a Delaware corporation (“Seller”), and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Buyer”). Seller and Buyer are sometimes referred to herein as a “Party” or, collectively, as the “Parties”. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in Article 1.

WHEREAS, Seller and Buyer have entered into that certain Purchase and Sale Agreement, dated as of September 21, 2021 (the “Purchase Agreement”), pursuant to which, among other things and on the terms and subject to the conditions therein, Seller agreed to sell, assign, transfer and deliver to Buyer, and Buyer agreed to purchase from Seller, the Transferred Assets and the Transferred Equity Interests, and Buyer agreed to assume, discharge and perform when due all of the Transferred Liabilities; and

WHEREAS, the Purchase Agreement contemplates and requires the execution and delivery by the Parties of this Agreement, pursuant to which Seller shall provide, or cause to be provided, to Buyer, and Buyer shall provide, or cause to be provided, certain transition services described in this Agreement, on the terms and subject to the conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are hereby acknowledged, each of Seller and Buyer agrees as follows:

**ARTICLE 1**

**DEFINITIONS**

Section 1.1 Purchase Agreement. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement.

Section 1.2 Certain Defined Terms. As used herein, the following terms shall have the meaning set forth below:

“Affected Party” has the meaning set forth in Section 9.4.

“Agreement” has the meaning set forth in the Preamble.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Indemnitee” has the meaning set forth in Section 7.1.

“Buyer Service Representative” has the meaning set forth in Section 5.2(a).

“Charges” has the meaning set forth in Section 4.1.

“Confidential Information” has the meaning set forth in Section 9.2(a).

“Connected Service” has the meaning set forth in Section 3.2.

“Consent” has the meaning set forth in Section 2.10.

“Consent Fees” has the meaning set forth in Section 2.10.

“Dispute” has the meaning set forth in Section 8.1.

“Due Date” has the meaning set forth in Section 4.2.

“Effective Date” has the meaning set forth in the Preamble.

“Force Majeure Event” has the meaning set forth in Section 9.4.

“Out-of-Pocket Costs” has the meaning set forth in Section 4.1.

“Party” and “Parties” have the meaning set forth in the Preamble.

“Performing Party” has the meaning set forth in Section 9.4.

“Prime Rate” means, with respect to any payment required to be made hereunder, the prime rate, as published in *The Wall Street Journal*, in effect on the date such payment was required to be made.

“Purchase Agreement” has the meaning set forth in the Recitals.

“Reference Period” has the meaning set forth in Section 2.1.

“Representative” means, with respect to a Party, such Party’s (and such Party’s Affiliates’) directors, officers, employees, vendors, suppliers, providers, representatives and agents.

“Seller” has the meaning set forth in the Preamble.

“Seller Indemnitee” has the meaning set forth in Section 7.1.

“Seller Service Representative” has the meaning set forth in Section 5.2(a).

“Service Representative” has the meaning set forth in Section 5.2(a).

“Service Period” has the meaning set forth in Section 2.1.

“Service Provision Taxes” has the meaning set forth in Section 4.4.

“Service Provider” has the meaning set forth in Section 2.1.

“Service Recipient” has the meaning set forth in Section 2.1.

“Services” has the meaning set forth in the Section 2.1

“Subcontractors” means third parties to whom Seller has delegated, or delegates, the duty to perform a given Service or portion of a given Service under this Agreement.

“Term” has the meaning set forth in the Section 3.1.

## ARTICLE 2

### TRANSITION SERVICES

Section 2.1 Transition Services. On the terms and subject to the conditions set forth in this Agreement, during the Term, Seller and Buyer, each in its role as a service provider (“Service Provider”) will provide, or cause one or more of its Affiliates or Subcontractors to provide, to the other Party in its role as a service recipient (“Service Recipient”), or any of its designated Subsidiaries, the services to be provided by such Service Provider as more particularly described in Appendix A attached hereto (the “Services”). Service Recipient shall use the Services for substantially the same purposes and in substantially the same scope and manner as the applicable business used the Services during the 6-month period ending on the date of the Purchase Agreement (the “Reference Period”). For each Service, provision of services shall commence on the Closing Date and continue for the period set forth in Appendix A (the “Service Period”); *provided* that any Service may be terminated earlier or extended as provided in this Agreement or in Appendix A.

Section 2.2 Level of Service; Resources. Service Provider will (a) provide the Services consistent with the level of skill, quality, care, and timeliness during the Reference Period as provided to the applicable business by Service Provider or its Affiliates during the Reference Period in the ordinary course of business, and (b) use commercially reasonable efforts to maintain and apply sufficient resources to perform the Services in accordance with such level of service consistent with past practices. With respect to any Services that were not previously provided by Seller during the Reference Period, Service Provider will provide the Services in a manner that is consistent with how Seller performs or would perform similar services for itself. Service Provider will comply (and cause its Affiliates to comply and cause any Subcontract to commit to comply) with all applicable federal, state, and local laws and regulations, and will maintain all applicable permits, and licenses that it has as of the Closing Date, in connection with its obligations under this Agreement. Service Recipient will use commercially reasonable efforts to end its or any of its Subsidiaries’ use of the Services as soon as reasonably possible following the Closing Date.

Section 2.3 Third Party Service Providers; Compliance with Law. Service Provider shall be responsible for a breach of this Agreement caused by its Affiliates and Subcontractors. Service Provider shall be free to select and replace all third parties and Subcontractors contemplated by this Section 2.3; *provided, however*, Service Provider must gain Service Recipient’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed, to use a Subcontractor that was not previously used by Service Provider to provide any of the Services. Service Provider nor any of its Affiliates shall be obligated to provide any Services that, if provided, would violate any applicable Law. In the event Service Provider so chooses not to provide a Service, Service Provider shall notify Service Recipient in writing and,



at Service Recipient's written request, Service Provider shall cooperate with Service Recipient to develop an alternative means to provide the Services that does not violate applicable Law.

Section 2.4 Service Recipient Responsibilities. Service Recipient shall be responsible for a breach of this Agreement caused by its Affiliates or Representatives. Service Recipient shall, and shall cause its Affiliates and Representatives to:

(a) comply with any conditions or requirements imposed on it under this Agreement in relation to such Services, including this Section 2.4, and the reasonable directions of Service Provider as to the use of such Services;

(b) comply with Service Provider's and Subcontractors', as applicable, then-current work processes, policies and procedures of which Service Recipient has been made aware, and Service Recipient acknowledges that Service Provider and Subcontractors', as applicable, ability to provide the Services may be dependent on such compliance by Service Recipient and its Affiliates and Representatives;

(c) not use such Services in breach of any applicable Law;

(d) not tamper with or hinder the operation of, or make unauthorized changes to, any computer hardware, software, database or network environment or other systems of Service Provider, its Subcontractors or third parties ("Systems") made available to Service Recipient, its Affiliates or Representatives as part of such Services; and

(e) comply with the terms of any Contract or Required Consent with or between Service Provider or any of its Affiliates and any third party or Governmental Authority under which Service Provider provides (or causes the provision of) such Services, if and to the extent such terms are disclosed to Service Recipient in writing with reasonable prior notice and such terms are applicable to the conduct or use of the Services by Service Recipient and, in the case of a Required Consent or new Contract entered into in connection with the performance of Services, are reasonable and do not require the Service Recipient, its Affiliates or Representatives to incur any fees or costs not otherwise expressly provided for under this Agreement.

Section 2.5 Additional Services. Buyer may request, by written notice to Seller, that Seller provide additional services that (a) were provided to the Business (directly or through its Affiliates or Subcontractors) during the Reference Period and that Buyer reasonably believes it needs for the conduct of the Business, or (b) are reasonably necessary for the orderly transition of the Business from Seller to Buyer (such additional services the "Additional Services"). Subject to Section 5.1, all data migration and integration support requests ("DMIS Requests") from Buyer that are not identified in Appendix A will be deemed to be a request for Additional Services pursuant to this Section 2.5. All DMIS Requests and other requests for Additional Services shall include reasonable detail necessary for Seller to assess the work required and timing in connection with such request. Seller shall use commercially reasonable efforts to provide (or cause its Affiliates or Subcontractors to provide) such Additional Services to Buyer at pricing based on the same methodology used to calculate pricing for the similar or most analogous services included in the Services. The Parties shall negotiate in good faith any additional terms for such Additional Services and amend Appendix A to add such Additional

Services (including to add the applicable Charges and service term), and such Additional Services shall automatically be deemed Services hereunder; provided that, if, after such good faith negotiations, the Parties are unable to agree on the terms for such Additional Services, Seller shall have no obligation to provide or cause to provide such Additional Services.

Section 2.6 Access. Service Recipient shall, and shall cause its Subsidiaries to, (a) make available on a timely basis to Service Provider, its Affiliates or Subcontractors providing the Services, all information, assistance, cooperation, and materials reasonably requested by such Person to enable it to provide the Services, and (b) provide to such Person reasonable access to its premises, facilities and personnel to the extent necessary for such Person to provide the Services to Service Recipient. Service Recipient acknowledges that some of the Services provided hereunder may require instructions and information from Service Recipient, and Service Recipient shall provide Service Provider, its Affiliates or Subcontractors providing the Service with such additional instructions and information as such Person may reasonably require to provide the Services in sufficient time for such Person to provide or procure such Services.

Section 2.7 Maintenance. Service Provider and its Affiliates shall have the right to temporarily shut down for maintenance purposes the operation of any systems providing any Service, whenever in its judgment, reasonably exercised, such action is necessary or advisable for general maintenance or emergency purposes, provided that Service Provider will use commercially reasonable efforts to schedule non-emergency maintenance after consulting with Service Recipient so as not to materially disrupt the operation of the Business, including scheduling and conducting such maintenance outside of normal business hours. To the extent practicable, Service Provider will give Service Recipient reasonable advance notice of any such shutdown. With respect to the Services, or portion thereof, dependent on the operation of such Systems, Service Provider shall use commercially reasonable efforts to minimize the duration of each period of shutdown and schedule each shutdown so as not to materially disrupt the operation of the Business. Notwithstanding the above, any shutdown of a System used to provide any Service for a period of 24 hours or more for maintenance purposes shall require Service Provider to provide at least five Business Days' advance written notice to Service Recipient.

Section 2.8 Modifications. Service Provider may, by notice in writing, modify a Service to the extent that Service Provider also provides such Service to itself and its Affiliates, and Service Provider makes the same modification (including, with respect to the scope, timing and quality of such Service) with respect to Service Provider's provision of such Service to itself. Service Provider shall provide Service Recipient with reasonable advance notice (and, in any event, at least 30 days' notice), and in good faith discuss and assist Service Recipient in managing any potential disruption to the Business, which may arise as a result of the modification.

Section 2.9 General Limitations. Notwithstanding anything to the contrary contained in this Agreement, (a) neither Party nor any of its Affiliates, nor any of their respective Representatives, shall be obligated to provide, or shall be deemed to be providing, any legal, regulatory, financial, accounting, insurance, fiduciary or tax advice to the other Party or any of its Affiliates, or any of their respective Representatives or employee benefit plans, pursuant to

this Agreement, as part of or in connection with the Services provided hereunder or otherwise; and (b) Service Provider shall not be required to provide (or cause the provision of) any services (i) that are not set forth in Appendix A, subject to Buyer's right to request Additional Services in Section 2.5, (ii) that are in support of any business or operations other than the applicable business of the Service Recipient as conducted during the Reference Period, (iii) at a level of quantity or volume in excess of the levels as set forth in Section 2.1, or (iv) that exceed the scope of the services provided by Service Provider or its Affiliates to the applicable business of the Service Recipient during the Reference Period. Except as set forth on Appendix A, Service Provider and its Affiliates shall have no obligation to change any computer hardware, software, database or network environment or other systems, including those that are currently used in the Business or otherwise, or to provide (or cause the provision of) any support or maintenance services for any of the foregoing items for which a change has been implemented by or on behalf of Service Recipient or its Affiliates, or to acquire any additional hardware, software, database, network, system or other resources during the Term. Service Provider shall not be obligated under this Agreement to maintain the employment of any specific employee.

Section 2.10 Consents. Service Provider shall use commercially reasonable efforts to obtain any licenses or any consents, approvals, waivers or other actions (each, a "Consent") that are reasonably required to be obtained from third parties in order for Service Provider to be able to provide the Services. If Service Provider is unable to obtain any such Consents, the Parties shall use commercially reasonable efforts to cooperate in establishing a reasonable arrangement proposed by a Party that is permitted by applicable Law and by any relevant third party (including any Governmental Authority) having Consents over such arrangement, that would permit the relevant Service to be provided or an alternative service to such Service that is reasonably acceptable to the Parties; *provided* that Service Provider and its Affiliates shall not be required to, in connection with any such arrangement, (a) pay any consideration therefor (unless such amount is paid or promptly reimbursed by Service Recipient), (b) commence, defend or participate in any Proceeding, (c) offer or grant any accommodation (financial or otherwise) to any third party in connection therewith, or (d) unreasonably interfere with any customer relationship of Service Provider or any of its Affiliates; *provided, further*, that Service Provider shall exclusively control and conduct all communications and negotiations with third parties in connection with the foregoing, subject to reasonable and good faith consultation with Service Recipient. All fees, expenses or other consideration required to be paid to a third party to obtain any such Consents shall be borne by Service Provider ("Consent Fees").

## ARTICLE 3

### TERM; TERMINATION

Section 3.1 Term. Subject to this Article 3, the term of this Agreement will commence on the Effective Date and continue until the earlier of (a) the termination of this Agreement in accordance with Section 3.3; and (b) the expiration, or termination pursuant to Section 3.2, of the final Service (the "Term"). Service Recipient shall have the right (but not the obligation) to extend the Service Period of any Service for one (1) month on notice to Service Provider given thirty (30) days prior to the expiration of the Service Period. Each Service shall be performed by Service Provider until the earliest of (i) the expiration of the applicable Service

Period, including any extension; (ii) the termination of such Service in accordance with Section 3.2; and (iii) the termination of this Agreement in accordance with Section 3.3.

Section 3.2 Partial Termination; Connected Services. Service Recipient may terminate this Agreement or its right to receive any of the Services for any or no reason by providing Service Provider not less than 30 days' prior written notice setting forth the termination date for this Agreement or such Service. Where Service Provider's ability to provide, or cause to provide, a Service is dependent on the continuation of another Service (a "Connected Service"), Service Recipient shall only be entitled to terminate such Connected Services together (and not individually).

Section 3.3 Termination. Notwithstanding the foregoing, this Agreement may be terminated, (a) by either Party upon 30 days' prior written notice if the other Party materially breaches or is in default of any material provision of this Agreement and does not cure such breach or default within 30 days following delivery of written notice of such breach by the non-breaching party to the breaching party, or (b) by Service Provider immediately by giving written notice to Service Recipient if (i) Service Recipient ceases to do business as a going concern without an assignment of its rights and obligations to a successor in interest; (ii) Service Recipient applies for, or consents to, the appointment of a trustee, receiver or other custodian, or makes an assignment for the benefit of creditors; (iii) Service Recipient becomes insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due; or (iv) Service Recipient commences or has commenced against it any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency Law, or any dissolution or liquidation proceedings and, if such case or proceeding is commenced against it, such case or proceeding is not dismissed within 60 days thereafter.

#### Section 3.4 Effect of Termination.

(a) Upon (i) termination pursuant to Section 3.2 of a Service, or (ii) the expiration of the applicable Service Period for a Service, Service Recipient's obligation to pay any fees applicable to the provision of such terminated or expired Service (or part thereof) with respect to the period following its termination date or expiration, as applicable, and Service Provider's obligation to provide, or cause to provide, such terminated or expired Service (or part thereof) with respect to the period following its termination date or expiration, will terminate; *provided*, that Service Recipient shall continue to be obligated for Charges accrued but unpaid (whether invoiced or not) as of such termination date or expiration.

(b) Within sixty (60) days after the termination or expiration of this Agreement or any Service, Service Recipient shall pay to Service Provider all amounts due and payable hereunder with respect to the period prior to termination or expiration that have not then already been paid. If this Agreement or any Service is terminated prior to the expiration of the Service Period (other than by Service Recipient pursuant to Section 3.3), Service Recipient shall pay Service Provider an amount equal to the actual out-of-pocket expenses of Service Provider and its Affiliates for (i) fees paid or payable to a third party and arising as a result of or caused by the early termination of this Agreement or any Service, including early termination charges, kill fees, wind-down costs, minimum volume make-up fees or other similar termination fees or costs; *provided*, that such fees and costs are identified on Appendix A, and (ii) any fees prepaid

to a third party and included in the Charges that are not recoverable by the Service Provider (collectively, "Termination Fees"). Upon Service Recipient's reasonable request, Service Provider will promptly provide Service Recipient with a reasonable estimate of the Termination Fees. The Termination Fees shall be invoiced to and payable by Service Recipient within thirty (30) days after the date of invoice and otherwise in accordance with Section 4.2.

(c) Upon the termination of this Agreement or the expiration of the Term, all rights and obligations of the Parties will immediately cease and terminate, and no Party will have any further obligation to the other Party with respect to this Agreement, except (i) for Charges accrued but unpaid (whether invoiced or not) as of the date of such termination or expiration, (ii) as set forth in the provisions of this Agreement that are specifically designated herein as surviving such termination or expiration, and (iii) for the rights and obligations pursuant to Article 3, Article 4, Article 6, Article 7, Article 8, and Article 9, each of which will survive such termination or expiration.

## ARTICLE 4

### FEES; TAXES; RECORDS AND AUDITS

Section 4.1 Charges for Services. The charges for the Services are as set forth in Appendix A (the "Charges"). All Charges are billed in accordance with Appendix A. In the event that Service Provider or any of its Affiliates incur any additional reasonable and pre-approved out-of-pocket expenses not included in the Charges and incidental to the provision of the Services such as expenses for travel and accommodations (such expenses, collectively, "Out-of-Pocket Costs"), Service Recipient shall pay Service Provider in accordance with the procedures set forth in this Article 4.

Section 4.2 Payment. Except as otherwise expressly provided herein or in the Appendix A, Service Provider shall invoice Service Recipient in U.S. dollars monthly in arrears for the Services. Service Recipient shall pay within 30 days after receipt of the monthly invoice (for any Charge reflected on such invoice, its "Due Date") any amounts due thereunder. In the event that Service Recipient in good faith disputes an invoice submitted by Service Provider, Service Recipient shall notify Service Provider, in writing, of any disputed amounts and the reason for any dispute by the Due Date of the invoice containing any disputed amounts. Any objection to the amount of any invoice shall be deemed to be a dispute hereunder, subject to the provisions set forth in Section 8.1.

Section 4.3 Payment Processing. Service Recipient agrees to pay a finance charge on overdue undisputed amounts, until payment has been made, equal to the Prime Rate plus 1% per annum or, if lower, the maximum rate permitted by applicable Law. All payments hereunder will be payable to Service Provider pursuant to the wire transfer instructions set forth in Appendix A.

Section 4.4 Taxes. All payments due under this Agreement are exclusive of any value-added tax, goods and services tax, sales tax or similar indirect taxes imposed by any Governmental Authority for Services provided to Service Recipient during the Term (collectively, "Service Provision Taxes"). In the event that any Service Provision Taxes are properly due under any applicable Law, such Service Provision Taxes shall be charged in

addition to any other payments due under this Agreement and shall be payable by Service Recipient on receipt of a valid invoice issued by Service Provider unless Service Recipient provides Service Provider with valid exemption documentation. Service Recipient shall be entitled to all refunds arising with respect to any Service Provision Taxes, and Service Provider shall promptly remit to Service Recipient any amount of such refunds that it may receive. Service Recipient and Service Provider shall cooperate using reasonable best efforts to reduce or eliminate any Service Provision Taxes. Service Recipient shall not be liable for any interest, penalties or other charges attributable to Service Provider's improper filing relating to Service Provision Taxes or late payment or failure to remit Service Provision Taxes to the relevant taxing authority nor shall Service Recipient be obligated to pay such Service Provision Taxes if and to the extent that Service Recipient has timely provided Service Provider with any valid exemption certificates or other applicable valid documentation that would eliminate or reduce such Service Provision Taxes.

Section 4.5 Records and Audits. Service Provider shall provide to Service Recipient, upon Service Recipient's request, taking into consideration the financial reporting, internal controls and other company requirements of the Parties, all information and records reasonably required to maintain full and accurate books relating to the Charges for the provision of Services. Upon reasonable notice and reasonable request from Service Recipient, and at Service Recipient's cost, Service Provider shall make available for inspection and copying by Service Recipient's agents or representatives such information, books and records reasonably relating to the Services during reasonable business hours. Service Provider shall keep and preserve all such aforementioned records in accordance with its document retention procedures or such longer period as required by applicable Law.

## ARTICLE 5

### TRANSITION MANAGEMENT

Section 5.1 Cooperation. Service Recipient shall, in a timely manner, provide all cooperation and assistance reasonably required by Service Provider to enable Service Provider to provide, or cause to be provided, the Services. Such cooperation will include, at Buyer's request and sole expense, Seller using commercially reasonable efforts to provide reasonable assistance and information to Buyer in connection with Buyer's drafting of a plan to migrate responsibility for performance of the Services from Seller to itself or Buyer's Representatives and carrying out Seller's responsibilities previously agreed to by Seller under such plan (which may involve, among other things, assisting with the transfer and conversion of data). Such cooperation will also include, to the extent permitted by Law and any applicable Contracts, using commercially reasonable efforts to provide Buyer and its Representatives (subject to confidentiality provisions substantially similar to those set forth herein) with copies of the data from Seller's systems, to the extent such data pertains to the Business, in a commercially reasonable and mutually agreed format, in order to effectuate such migration which cooperation, for the avoidance of doubt, shall not be deemed a DMIS Request subject to the provisions of Section 2.4. Service Recipient shall, in a timely manner, provide all cooperation and assistance reasonably required by Service Provider to enable Service Provider to provide, or cause to be provided, the Services.



Section 5.2 Governance. The Parties will create a governance committee which will be available from time to time to discuss the status and timing of the overall transition of the Services and to otherwise coordinate the Services, as described below, which includes addressing (a) any changes or modifications to the Services requested by either Party, (b) new services requested by either Party, (c) issues and concerns relating to the Services, including remediation of performance standard failures and service disruptions, and other incidents affecting the delivery of the Services, and (d) invoicing, supporting documentation and billing disputes. The Parties shall meet on a monthly basis (or on such other basis as otherwise mutually agreed), either by phone, video-conference or in person at a location mutually agreed by the Parties. Each of Service Provider and Service Recipient shall cooperate and consult reasonably and in good faith with the other to comply with the processes set forth in, and expeditiously agree upon a course of action or resolution with respect to the matters that are subject to, this Section 5.2. For the avoidance of doubt, each Party shall bear its own costs related to any governance committee activities or participation.

(a) Service Representatives. During the Term, Neill Blue shall act as Seller's representative with respect to the Services (such individual, the "Seller Service Representative"), and will manage and coordinate receipt of the Services, and Jeffrey Bohling shall act as Buyer's representative with respect to the Services (such individual, the "Buyer Service Representative," and together with the Service Recipient Service Representative, collectively, the "Service Representatives") and will manage and coordinate delivery of the Services. Either Party may delegate the responsibility of its Service Representative to other individuals with respect to a specified Service. Further, either Party may replace its Service Representative; *provided that* (a) any replacement is at least as qualified and experienced as the previous incumbent of such role, and (b) to the extent practicable, an appropriate handover and knowledge transfer is undertaken to ensure a smooth and orderly transition to its new Service Representative. Each Party may rely on instructions related to the Services or this Agreement provided by the other Party's Service Representative (or any person to whom such Service Representative has delegated its responsibility in accordance with this Article 5); *provided, however*, that no such instructions shall modify the terms of this Agreement and, in the event of any conflict between such instructions and the terms of this Agreement, the terms of this Agreement shall prevail. Each Party shall be responsible for ensuring that its Service Representative (or its delegate) communicates instructions related to the Services or this Agreement from the other Service Representative to the appropriate persons within such Party and/or its Affiliates. In the event of any assignment of this Agreement permitted by Section 9.3, the assigning Party shall cause the applicable assignee to continue to maintain the specified Service Representative or appoint a new representative that is reasonably acceptable to the non-assigning Party.

## ARTICLE 6

### SOFTWARE; PROPRIETARY RIGHTS; SERVICES AND SYSTEMS USAGE; INFORMATION POLICIES

Section 6.1 Seller Intellectual Property. Any software, development tools, know-how, methodologies, processes, technologies or algorithms or any other Intellectual Property owned by Seller and its Affiliates ("Seller Background IP") and that may during the Term be operated or used by Service Provider in connection with the performance of the

Services hereunder, will remain Seller's or its Affiliates' property, and neither Buyer nor any of its Affiliate will have or obtain any rights, licenses (express or implied) or other interests therein by virtue of this Agreement, including with regard to any Intellectual Property, except for a royalty-free, non-exclusive license granted to Buyer and its Affiliates solely to the extent necessary to receive or provide the Services under this Agreement during the Term. Any improvement, enhancement, modification or derivative of Seller Background IP, whether created by Seller, Buyer or their respective Affiliates during the Term, shall be exclusively owned by Seller or its Affiliates, as applicable.

Section 6.2 Buyer Intellectual Property. Any software, development tools, know-how, methodologies, processes, technologies or algorithms or any other Intellectual Property owned by Buyer and its Affiliates, including all Business Intellectual Property, ( "Buyer Background IP") and that may during the Term be operated or used by Service Provider in connection with the performance of the Services hereunder, will remain Buyer's or its Affiliates' property, and neither Seller nor any of its Affiliate will have or obtain any rights, licenses (express or implied) or other interests therein by virtue of this Agreement, including with regard to any Intellectual Property, except for a royalty-free, non-exclusive license granted to Buyer and its Affiliates solely to the extent necessary to receive or provide the Services under this Agreement during the Term. Any improvement, enhancement, modification or derivative of Buyer Background IP, whether created by Seller, Buyer or their respective Affiliates during the Term, shall be exclusively owned by Buyer or its Affiliates, as applicable.

Section 6.3 Title to Intellectual Property. Unless the Parties expressly agree otherwise in Appendix A or in a separate written agreement executed by authorized personnel of each Party, each Party shall exclusively own any Intellectual Property that it creates, develops or invents in connection with the provision of any Services hereunder, subject to the rights of Seller and its Affiliates in the Seller Background IP, and Buyer and its Affiliates in the Buyer Background IP, as applicable. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NO OTHER LICENSES TO PATENTS, COPYRIGHTS, TRADE SECRETS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY ARE GRANTED BY A PARTY TO THE OTHER PARTY UNDER THIS AGREEMENT BY IMPLICATION, ESTOPPEL, EXHAUSTION OR ANY OTHER THEORY, AND EACH PARTY RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED IN THIS AGREEMENT.

Section 6.4 Services and Systems Usage; Information Policies; Data Protection.

(a) Notwithstanding anything to the contrary herein, Service Recipient shall not, and shall not permit its Affiliates or Representatives to, directly or indirectly, with respect to the Services applicable to such Service Recipient (i) resell, transfer or assign (except as expressly permitted herein) such Services to, or permit the access to or use of any of such Services by, any Person other than Service Recipient or its Affiliates or Representatives that are responsible for the conduct of the Business or (ii) implement a change to any System or the Services, or permit any third party engaged by Service Recipient, or any of its Affiliates or Representatives (other than such Affiliates or Representatives that are responsible for the conduct of the Business), to access any System, in each case, except as otherwise permitted in this Agreement.

(b) Service Recipient shall, and shall direct all of its personnel and Representatives who have access to any Service Provider Systems to, limit its or their access to those portions of such Systems for which it is or they are authorized in connection with Service Recipient's receipt or use of the Services. With respect to such Service Provider's Systems, Service Recipient shall (a) direct its personnel and all personnel of its Affiliates and Representatives to limit such access to (i) the portion of the Systems that relate to the applicable business and (ii) to those personnel who are specifically authorized by Service Provider to use the Services and to the applicable Systems (such authorization not to be unreasonably withheld), (b) upon Service Provider's request, provide to Service Provider a written list of the names of all of the personnel who have been granted such access. While using any data processing or communications services of Service Provider or its Affiliates (whether or not identified in Appendix A) in connection with the provision of the Services, Service Recipient will, and will cause the operation of any of its businesses to, adhere in all respects to Service Provider's and its Affiliates' corporate information policies and procedures (including policies with respect to the protection of proprietary information and other policies and procedures regarding the use of computing resources) (the "IS Policies"); *provided* that copies of such policies have been provided to Service Recipient. If required by Service Provider, prior to having access to any such System, Service Recipient shall cause all of its personnel to execute and deliver to Service Provider agreements with Service Provider or otherwise confirm in writing their agreement to comply with the IS Policies.

(c) The Parties acknowledge that the nature of the Services to be provided hereunder may require that either Party Process Personal Information in the course of performing its obligations under this Agreement. The Parties shall take all necessary steps to comply with applicable Privacy and Data Security Laws related to such Processing, and the Parties agree to comply with the Data Processing Addendum set forth in Appendix B, which is hereby incorporated into and forms part of this Agreement.

#### Section 6.5 Termination of Access to and Use of the System.

(a) If at any time Service Provider reasonably believes or determines, in its reasonable discretion, that (a) any personnel of Service Recipient has sought to violate or circumvent, or has violated or circumvented, applicable Law or IS Policies, (b) any unauthorized personnel of Service Recipient has accessed any Service Provider System or (c) any personnel of Service Recipient poses a risk to any such System or has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information, or any other form of Loss to Service Provider or its Affiliates, then Service Provider may immediately suspend, deny or terminate access to any such System by any such personnel and shall as promptly as practicable notify Service Recipient in writing of the name(s) of such personnel and the circumstances surrounding such occurrence; provided, however, that any such belief or determination shall be made in accordance with past practice.

(b) Service Recipient shall (a) cooperate with Service Provider in investigating any apparent or suspected unauthorized access to any Service Provider System or any apparent or suspected unauthorized access or use of data and information within any such System in the course of providing the Services and (b) so that Service Provider can timely revoke access to any such System, notify Service Provider immediately in writing (i) if Service

Recipient revokes the access of any personnel to its own systems or software or any data stored therein, where such personnel also has access to any System, and (ii) when any personnel no longer has a need to access any System or is no longer employed or engaged by Service Recipient or its Affiliates.

## ARTICLE 7

### LIMITATION ON WARRANTY; LIMITATION ON LIABILITY

Section 7.1 Seller Indemnification. Buyer agrees to protect, defend, hold harmless and indemnify Seller and its Affiliates and its and their respective officers, directors, employees, partners, managers or Persons acting in a similar capacity, agents, consultants, financial and other advisors, accountants, attorneys and other representatives (the “Seller Indemnitees”) from and against any and all Losses incurred by a Seller Indemnatee arising out of or relating to this Agreement or Buyer’s provision of the Services to Seller hereunder, in each case to the extent such Losses arise out of or relate to Buyer’s, its Affiliates’, or its Subcontractor’s material breach of this Agreement, gross negligence or willful misconduct. Notwithstanding anything in the foregoing, the indemnities provided in this Section 7.1 shall be subject to the liability and damages disclaimer and liability cap set forth in Section 7.4.

Section 7.2 Buyer Indemnification. Seller agrees to protect, defend, hold harmless and indemnify Buyer and its Affiliates and its and their respective officers, directors, employees, partners, managers or Persons acting in a similar capacity, agents, consultants, financial and other advisors, accountants, attorneys and other representatives (the “Buyer Indemnitees”) from and against any and all Losses incurred by a Buyer Indemnatee arising out of or relating to this Agreement or the Seller’s provision of the Services to Buyer hereunder, in each case to the extent such Losses arise out of or relate to Seller’s, its Affiliates’, or its Subcontractor’s material breach of this Agreement, gross negligence or willful misconduct. Notwithstanding anything in the foregoing, the indemnities provided in this Section 7.2 shall be subject to the liability and damages disclaimer and liability cap set forth in Section 7.4.

Section 7.3 LIMITATION ON WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY NOR ITS AFFILIATES MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR USE, TITLE, NON-INFRINGEMENT, ACCURACY, QUALITY, AVAILABILITY, TIMELINESS, COMPLETENESS OR THE RESULTS TO BE OBTAINED FROM SUCH SERVICES, AND EACH PARTY AND ITS AFFILIATES HEREBY DISCLAIM THE SAME.

Section 7.4 LIMITATION ON LIABILITY.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY IN RESPECT OF A CLAIM ARISING OUT OF ANY PUNITIVE,

EXEMPLARY OR OTHER SPECIAL DAMAGES, ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, DIMINUTION IN VALUE, BUSINESS INTERRUPTION OR LOSS OF CUSTOMERS, GOODWILL, USE, LOSS OF INCOME, PROFITS OR ANTICIPATED PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOST SAVINGS, LOST DATA OR BUSINESS REPUTATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE OR ANY OTHER THEORY, AND REGARDLESS OF WHETHER THE APPLICABLE PARTY OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF, ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH DAMAGES. Service Recipient must notify Service Provider in writing of any cause of action that may arise under or in connection with the Services or this Agreement within one (1) year after such cause of action has accrued, or Service Recipient shall be deemed to have waived and/or withdrawn such cause of action.

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EACH PARTY AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL CHARGES PAYABLE BY THE PARTIES FOR THE SERVICES DURING THE TERM.

(c) Regardless of any other rights under any other agreements or mandatory provisions of Law, no Service Recipient Indemnitee or Service Provider Indemnitee shall have the right to set off the amount of any claim it may have under this Agreement, whether contingent or otherwise, against any amount owed by such Service Recipient Indemnitee to Service Provider or Service Provider Indemnitee to Service Recipient, whether under this Agreement, the Purchase Agreement or otherwise.

Section 7.5 Survival. This Article 7 shall survive any termination or expiration of this Agreement for any reason.

## ARTICLE 8

### DISPUTE RESOLUTION

Section 8.1 Dispute Resolution. In the event of any dispute, controversy or claim arising out of or relating to the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of this Agreement (including any dispute as to whether the Services have been performed, and/or any deliverable provided, in accordance with Article 2), including claims seeking redress or asserting rights under any applicable Law (a "Dispute"), the Parties shall attempt in good faith to resolve such Dispute within thirty (30) days following the applicable Service Representative's first notification of the Dispute. If not so resolved within such thirty (30)-day period, the Dispute shall be resolved in accordance with Section 9.1.

## ARTICLE 9

### MISCELLANEOUS

Section 9.1 Incorporated Terms. The following provisions of the Purchase Agreement are hereby incorporated by reference into this Agreement, *mutatis mutandis* (except that references therein to the Purchase Agreement shall be deemed to be references to this Agreement, unless context clearly dictates otherwise): Section 1.2 (Construction); Section 7.1 (Waiver); Section 7.2 (Notices); Section 7.6 (Governing Law); Section 7.7 (Counterparts); Section 7.9 (Entire Agreement); Section 7.10 (Amendments); Section 7.12 (Severability); Section 7.13 (Jurisdiction; Waiver of Jury Trial); Section 12.14 (Enforcement); and Section 7.15 (Non-Recourse).

#### Section 9.2 Confidentiality.

(a) All written confidential or proprietary information and documentation marked "Proprietary" or other similar marking, all employee and payroll data, and all other information that would reasonably be understood to be confidential (the "Confidential Information") relating to either Party or its Affiliates shall be held in confidence by the other Party or its Affiliates to the same extent and in at least the same manner as such Party protects its own confidential or proprietary information of a similar nature (and in no case less than a commercially reasonable manner). Subject to the exceptions provided in this Section 9.2(a), neither Party shall disclose, publish, release, transfer or otherwise make available Confidential Information of the other Party in any form to, or for the use or benefit of, any Person without the other Party's approval. Each Party shall, however, be permitted to disclose relevant aspects of the other Party's Confidential Information to its officers, agents and employees and to the officers, agents and employees of its Affiliates to the extent that such disclosure is reasonably necessary to the performance of its duties and obligations or the exercise of its rights under this Agreement; *provided* that such Party shall take all reasonable measures to ensure that Confidential Information of the other Party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents and employees. The obligations in this Section 9.2(a) shall not (i) restrict any disclosure by either Party pursuant to any applicable Law of any Governmental Authority (*provided* that, to the extent not prohibited by Law, the disclosing Party shall endeavor to give such notice to the non-disclosing Party as may be reasonable under the circumstances), and (ii) apply with respect to information that (A) is independently developed by the other Party; (B) becomes part of the public domain (other than through unauthorized disclosure); (C) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; or (D) either Party gained knowledge of, or possession of, free of any obligation of confidentiality.

(b) It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this Section 9.2 and that each Party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach, but shall be in addition to all other remedies herein described available at Law or equity.



Section 9.3 Assignment. Neither Party may, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer this Agreement without the other Party's prior written consent. Any merger (including a reverse triangular merger), reorganization, transfer of substantially all assets of a Party, or change in control or majority ownership of such Party shall be considered an assignment for the purposes of this Section 9.3. Any attempted assignment, transfer or delegation without such prior written consent shall be void. Notwithstanding the foregoing, Service Recipient may, without the prior written consent of Service Provider, assign this Agreement to an Affiliate or to any purchaser of all or substantially all of Service Recipient's assets, whether by way of merger, acquisition of stock or assets, operation of law, or otherwise. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. In the case of any assignment permitted by this Section 9.3, the applicable assignee shall expressly assume in writing all of the obligations of the applicable Party under this Agreement; *provided* that no such assignment shall affect or relieve the assigning Party of its obligations and other liabilities under this Agreement.


Section 9.4 Force Majeure. In case performance of any terms or provisions hereof shall be delayed or prevented, in whole or in part, because of or related to compliance with any Law or requirement of any national securities exchange, or because of riot, war, public disturbance, strike, labor dispute, fire, explosion, storm, flood, act of God, act of terrorism or any outbreak of disease, epidemic or pandemic (but only to the extent that illness or death of personnel, or government-mandated lock-downs, shut-downs, border restrictions, or similar legal restrictions arising from the epidemic or pandemic prevent a Party from performance of its obligations hereunder; *provided* that, the affected Party must have first employed commercially reasonable business continuity policies and practices and other commercially reasonable measures to perform its obligations hereunder) that is not within the control of the performing Party, whose performance is interfered with (each, a "Performing Party") and that, by the exercise of reasonable diligence, such Performing Party is unable to prevent, or for any other reason that is not within the control of such Performing Party whose performance is interfered with and which by the exercise of reasonable diligence such Performing Party is unable to prevent (each, a "Force Majeure Event"), then upon prompt written notice, stating the date and extent of such interference and the Force Majeure Event which is the cause thereof, by the Performing Party to the other Party (each, an "Affected Party"), as applicable, the Performing Party shall be excused from its obligations hereunder during the period such Force Majeure Event or its effects continue, and no Liability shall attach against either the Performing Party or the Affected Party on account thereof; *provided, however*, that the Performing Party shall resume the required performance reasonably promptly following the cessation of the Force Majeure Event or its effects and the Term shall not be tolled during or extended for all or any part of such period.

Section 9.5 No Third Party Beneficiaries. Except as provided in Section 7.1 and 7.2 (with respect to the Persons indemnified thereunder), this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of each of the Parties as of the date and year first above written.

**SELLER:**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**BUYER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of each of the Parties as of the date and year first above written.

**SELLER:**

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

By:  \_\_\_\_\_

Name: K. Stuart Shea

Title: President & Chief Executive  
Officer

**APPENDIX A**

**Services**

(See attached.)

## APPENDIX A

### Services

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
GE-1	General	Data Extracts / Data Management / Reporting	<p>Provide data extracts (HR systems data, Program related financials, Contracts, etc.) for data relating to the Business upon reasonable request and at reasonable intervals so as not to disrupt the operation of Seller's retained business, and maintain data within systems of record for historical reporting and inquiries. Data will be maintained and provided in its current format.</p> <p>Provide the following reports or data upon reasonable request to the extent related solely to the Business:</p> <p><b>Finance</b></p> <ul style="list-style-type: none"> <li>Budgeting and forecast reports</li> <li>Pro-forma reporting assistance</li> <li>Historical reports and data extracts from Seller's system(s)</li> <li>Invoicing and customer payment history</li> <li>T&amp;E reporting</li> <li>Profit &amp; loss and cash reporting</li> <li>Fixed asset reporting</li> <li>Audit support</li> <li>Tax support</li> </ul> <p><b>Human Resources</b></p> <ul style="list-style-type: none"> <li>Current and historical employee records</li> <li>Open requisitions and hiring records</li> <li>Background checks and security clearances</li> <li>Open grievances and issues</li> <li>Sales compensation and other compensation and incentive plans</li> <li>Compensation, commissions, and benefits history and payments</li> <li>Performance reviews</li> <li>Claims processing</li> </ul> <p><b>Contracts/Subcontracts</b></p> <ul style="list-style-type: none"> <li>Historical contract/subcontract details and supporting documents</li> <li>Licensing, maintenance, and/or warranty agreements</li> </ul> <p><b>Procurement</b></p> <ul style="list-style-type: none"> <li>Historical contracts, pricing, and agreement terms</li> <li>Master vendor data</li> <li>Purchase requests, purchase orders and payments history</li> </ul> <p><b>IT</b></p> <ul style="list-style-type: none"> <li>Systems monitoring</li> <li>Incident reporting and issue resolution</li> <li>Problem resolution and/or known error records</li> <li>Application information and license inventory</li> <li>Meta data from core systems</li> <li>Data lakes or databases</li> <li>Email history, mailboxes, contacts for continuing employees</li> </ul> <p><b>Legal &amp; Other</b>, in each case to the extent possible without waiving privilege:</p> <ul style="list-style-type: none"> <li>Historical legal, compliance, and audit issues</li> <li>Current and historical litigation</li> <li>Licenses and other required permits</li> </ul>	Seller	Buyer	No charge	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
FIN-1	Finance	Invoice Management	Support the following invoicing activities: <ul style="list-style-type: none"> <li>Preparing, receiving, validating, posting, and supporting invoices</li> <li>Managing exceptions and generating payment files</li> <li>Transferring documents (e.g., invoices) to Buyer's system</li> </ul> Seller to maintain existing billing schedules. Seller to support communications to existing customers about updated payment instructions.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-2	Finance	Collections Management / AR	Support the following AR services: <ul style="list-style-type: none"> <li>Release credit holds</li> <li>Provide and assign credit to customers, credit review</li> <li>Preparing AR reserve analysis</li> <li>AR reporting</li> <li>Monitoring and reporting on unapplied cash</li> <li>General admin and operational accounting (e.g., cleaning aging accounts, ensuring cash is applied, cash reconciliation, closing activities, etc.)</li> </ul> Seller to provide AR reporting in mutually agreed-upon format. Seller to support communications to customers about updated payment instructions.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-3	Finance	AP	Support the following AP services: <ul style="list-style-type: none"> <li>Issuing and processing payments</li> <li>Vendor master data management</li> <li>Closing Accounts Payable</li> <li>AP reporting</li> <li>1099 reporting for calendar year 2021</li> </ul> Seller to provide AP reporting in mutually agreed-upon format. Seller to support communications to suppliers about updated invoicing instructions. <p>Knowledge transfer and transition support will be provided by the Seller, including, but not limited to:</p> <ul style="list-style-type: none"> <li>Open Purchase Orders</li> <li>Master vendor records</li> <li>Vendor contracts</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-4	Finance	Misdirected Cash	Provide support / resolution for misdirected cash: <ul style="list-style-type: none"> <li>Cash remittances if payments collected on behalf of Buyer</li> <li>Service to be performed daily</li> </ul> Seller to support communications to customers about updated payment instructions.	Seller	Buyer	No charge	6 months
FIN-5	Finance	Bank Accounts	Maintain bank accounts connected to Seller's systems or processes for customer receipts, and employee and vendor payments in the case that these activities are serviced by the Seller on behalf of the Buyer during the period between close and transfer.	Seller	Buyer	No charge	6 months
FIN-6	Finance	Market Rate Analysis	Provide information about rate cards charged to customers in connection with the Business.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FIN-7	Finance	Expense reporting and travel booking	Service existing / outstanding expense reports and bookings for Business: <ul style="list-style-type: none"> <li>Record expenses in general ledger related to T&amp;E</li> <li>Reimburse Continuing Employees / pay credit cards consistent with historical practices, subject to funding by Buyer</li> <li>Provide monthly T&amp;E expense reporting</li> </ul>	Seller	Buyer	Out of pocket costs	6 months
FIN-8	Finance	Knowledge Transfer	Provide knowledge transfer support as reasonably requested by Buyer and answer general questions as needed around Finance processes. <p>Seller to provide internal control documentation and advice as needed.</p>	Seller	Buyer	Per hour salary rate	6 months



ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
HR-1	Human Resources	Human Resources - General	Provide the following support for human resources services for the Continuing Employees: <ul style="list-style-type: none"> <li>• HR policy guidance</li> <li>• Employee data management and reporting</li> <li>• Compensation and benefits administration, inclusive of the benefits and defined contribution plans</li> <li>• Payroll processing (regular cycle and one-time) and all related employee payments, including bonus or incentive plans, subject to Buyer funding payroll and related payments</li> <li>• Paying commissions accrued or earned for sales of products and services of the Business prior to end of Term</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs  Payroll – pass through if not conveyed	6 months
HR-2	Human Resources	Knowledge Transfer	Provide knowledge transfer support and answer general questions as reasonably requested by Buyer around HR processes and practices.	Seller	Buyer	Per hour salary rate	6 months
BD-1	Business Development	Marketing Support	Provide reasonable marketing support in connection with current customers consistent with past practice to the business development team transitioning to Buyer.  Seller will provide data used for CRM and opportunity tracking to assist Buyer in its transition efforts to its own CRM system.  Knowledge transfer and transition support will be provided by the Seller.	Seller	Buyer	No cost	6 months
BD-2	Business Development	Business Development Support	Continue to support business development activities for current proposals: <ul style="list-style-type: none"> <li>• Assisting with existing/in flight sales proposals, bids, and quotes</li> <li>• Supporting current customers and accounts</li> <li>• Coordinating with existing sales partners and alliances</li> <li>• Providing knowledge transfer support and answer general questions around business development process</li> <li>• Transition in-flight business development pursuits to Seller personnel in the form of RFPs, collateral developed and knowledge transfer</li> <li>• Buyer to provide support for proposal writing, illustration, and other services as it relates to the Seller Retained Business</li> </ul> Knowledge transfer and transition support will be provided by the Buyer.	Buyer	Seller	Per hour salary rate	Until 12/31/21
SA-1	Sales	Sales	Provide sales support for current sales pursuits of products and services of the Seller Retained Business.	Buyer	Seller	Per hour salary rate	Until 12/31/21
CON-1	Contracts	Contracts Management	Provide the following services: <ul style="list-style-type: none"> <li>• Providing reasonable support to Buyer's management of contract administration for the Business</li> <li>• Tracking existing contracts</li> <li>• Support communications to related parties regarding contracts and programs owned by the Business about updated service provider entity (Buyer).</li> </ul> Knowledge transfer and transition support will be provided by the Seller.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
CON-2	Contracts	Subcontractors	Provide the following services: <ul style="list-style-type: none"> <li>• Supporting Buyer's management of subcontractor relationships / issues</li> <li>• Supporting communications to subcontractors and related parties about updated entity (Buyer).</li> </ul> Knowledge transfer and transition support will be provided by the Seller.	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
PRC-1	Procurement	Purchase Services	Support procurement services for the Business: <ul style="list-style-type: none"> <li>• Purchasing utilizing established agreements and pricing with current vendors/suppliers/OEMs, including Oracle Partner Network agreement</li> <li>• Managing purchase requests and generate purchase orders</li> <li>• Contract and vendor data management</li> <li>• Service to include support for both direct and indirect purchasing</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
			<p>Seller will assist Buyer in transitioning or replicating current vendor/supplier/OEM agreements, as required, in support of purchases for the Business. Seller will abide by Buyer's DOA policy.</p> <p>Knowledge transfer and transition support will be provided by the Seller.</p> <p>For avoidance of doubt, Buyer will not require Seller to finance capital expenditures/large purchases made on behalf of Buyer.</p>				
SEC-1	Security	Personnel Security and Clearances	<p>Provide support for the following services for the Business:</p> <ul style="list-style-type: none"> <li>• Tracking cleared personnel and status</li> <li>• Tracking security clearance requirements for third-parties, locations, and programs</li> <li>• Supporting security clearance status and applications</li> <li>• Provide insight into contract performance for security including issuance of DD254s</li> <li>• Provide security assistance of pertinent subcontracts until assignment to Buyer by the Prime contractor</li> <li>• Assist in the transfer of public trust, security clearances and accesses</li> <li>• Manage public trust, security clearances and accesses until transfer to Buyer is complete</li> </ul> <p>Knowledge transfer and transition support will be provided by the Seller as reasonably requested by Buyer.</p>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
SEC-2	Security	Physical/Site Security	<p>Continue physical security operations of conveying real estate until systems are transferred or vendors are contracted by the Buyer. This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Operation and maintenance of physical security systems</li> <li>• Access control/badge support to those transferred employees who need access to the real estate.</li> <li>• Use of the access control system (where applicable)</li> <li>• Coordination with the landlord on security matters</li> <li>• On-site patrol services (where applicable)</li> <li>• Fire monitoring</li> <li>• Alarm response</li> <li>• Incident reporting</li> <li>• Minor incident investigation</li> </ul>	Seller	Buyer	Per hour salary rate plus out of pocket costs	6 months
FAC-1	Real Estate & Facilities	Jessup, Maryland Warehouse	<p>Continue to provide access to facilities, maintenance, and services for Business within the Jessup, Maryland warehouse / shipment center:</p> <ul style="list-style-type: none"> <li>• Management of inbound / outbound shipments and goods in transit</li> <li>• Access to loading docks</li> <li>• Shipment inventory management</li> <li>• Utilities</li> <li>• Security</li> <li>• Network and systems access (where applicable)</li> <li>• Badging support</li> <li>• Janitorial services</li> <li>• Access to common areas (e.g., parking space)</li> </ul> <p>Seller will pass through pro-rata expenses to the Buyer.</p> <p>Seller will work with Buyer to facilitate transition of activities and assets to Buyer's own facilities.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months
FAC-2	Real Estate & Facilities	Warehouse Manager	Provide warehouse management services for the warehouse.	Buyer	Seller	Monthly rate reflective of Buyer and Seller sharing equally the costs of such Warehouse Manager	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
FAC-3	Real Estate & Facilities	Herndon, Virginia – On-Premises Laboratory	<p>Provide access and maintain services for the Business within the Herndon, Virginia facility as it relates to the on-premises laboratory for the Business, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Lab services and support</li> <li>• Maintenance of on-prem lab technology and assets</li> <li>• Lab security</li> <li>• Access to network and control systems for lab's continued operations</li> <li>• Hosting capabilities</li> </ul> <p>Seller will pass through pro-rata expenses to the Buyer.</p> <p>Seller will work with Buyer to facilitate transition of activities and assets of the lab to Buyer's own facilities.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	9 months
FAC-4	Real Estate & Facilities	Alexandria, Virginia – Vendor Support	<p>Continue maintenance and services for the Business for the Alexandria, Virginia facility, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Utilities</li> <li>• Access to common areas (e.g., parking spaces)</li> <li>• Janitorial services</li> <li>• Network and control systems</li> <li>• Telecommunications</li> </ul> <p>Seller will pass through pro-rata expenses to the Buyer.</p> <p>Seller will work with Buyer to facilitate transition of contracts and payments to providers related to the Alexandria facility since lease is conveying to Buyer.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months
FAC-5	Real Estate & Facilities	Alexandria, Virginia - October 2021 Rent	<p>Seller to pay October 2021 rent for the Alexandria facility on behalf of Buyer due to the timing of the lease conveyance. Seller will pass through expense to the Buyer.</p>	Seller	Buyer	Rent payment pass through	6 months
IT-1	IT	IT- General	<p>Provide reasonable support for Transferred Employees in connection with information technology management processes and reporting, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Subject to Section 2.7 of the Purchase Agreement, and maintain the same schedules and policies for the Business to the extent the following are not available to Buyer using its own resources: Ongoing personnel-related administration and help desk support</li> <li>• Personnel hardware distribution and maintenance</li> <li>• Lab hardware maintenance and support</li> <li>• Server maintenance and support</li> <li>• Data center and lab physical and logical access and support</li> <li>• End user tools and business applications</li> <li>• File share, document storage, and knowledge management sites</li> <li>• Telecommunications and conferencing services</li> <li>• Cybersecurity monitoring, risk mitigation, and issue resolution</li> <li>• Disaster recovery centers</li> </ul>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	9 months
IT-2	IT	Business related IT Applications	<p>Subject to Section 2.7 of the Purchase Agreement, provide access to ERP/Financial Systems, HCM and other HRIS Systems, Payroll Processing and Benefits Administration Systems, CRM/Sales Management Systems, Knowledge Management Systems, T&amp;E and Expense Management Systems, Order Processing Systems, Procurement Systems, Supply Chain Systems, Contract and Compliance/Legal Management systems, Data Analytics reporting, dashboard and knowledge transfer services, used by the Continuing Employees. Services include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Access to applications during non-maintenance Window</li> <li>• Monitoring and support</li> <li>• Development, testing, and production environments</li> <li>• Backups / Restores</li> <li>• General Inquiries</li> <li>• User Access and Rights Management, including add / change / delete of new and existing users</li> <li>• No application modifications will be performed</li> </ul>	Seller	Buyer	No charge (other than pass through of user license fees)	6 months

ID	Function	Sub-Function / Area	Description of Service	Service Provider	Service Recipient	Charges	Period
IT-3	IT	Marketplace	<p>Provide the following support to Seller's Marketplace for the Business, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Access for existing customers and Continuing Employees</li> <li>• Continued maintenance and monitoring of site</li> <li>• Backups / restores</li> <li>• General Inquiries</li> <li>• No application / site modifications will be performed</li> </ul> <p>Seller to reasonably support transition of Marketplace to the Buyer. Seller to support communications to customers and related parties about potential changes to Marketplace and related processes.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months
IT-4	IT	Internal SharePoint Sites, Shared Drives and Databases	<p>Support transfer / migration of internal SharePoint sites, shared drives, and databases for Business' active and historical data pertaining to all functions.</p> <p>Upon approval, SharePoint sites, shared drives, databases, and associated content will be accessible, replicated or transferred. Seller will submit the list of required SharePoint, Shared Drive and other artifact repositories to Buyer.</p>	Seller	Buyer	Per hour salary rate	6 months
IT-5	IT	Employee Email History	Support transfer / migration of Continuing employees' email mailboxes, email history, and contacts.	Seller	Buyer	Per hour salary rate	6 months
IT-6	IT	Program IT Lab Support	<p>Provide reasonable Lab support in connection with heritage ViON contracts acquired by Peraton to include:</p> <ul style="list-style-type: none"> <li>• Peraton customer access to the Lab for ATO and inspection visits</li> <li>• Escort Peraton personnel into the Lab for hardware tasks</li> <li>• Installation, staging, and hosting of hardware and physical support of hardware changes</li> <li>• De-installation and shipping support for lab staged hardware</li> </ul>	Seller	Buyer	<p>Per hour salary rate</p> <p>Vendor charges – pass through</p>	9 months
IT-7	IT	Knowledge Transfer	Provide knowledge transfer support and answer general questions as reasonably requested by Buyer around IT processes.	Seller	Buyer	Per hour salary rate	6 months
ADM-1	Legal & Administrative	Legal	Provide historical and current documents related to legal, compliance, and audit to the extent exclusively relates to the Business.	Seller	Buyer	<p>No charge</p> <p>Vendor charge – pass through</p>	6 months
ADM-2	Legal & Administrative	Other	<p>Support transfer of other Business-related third-party professional services / vendor contracts.</p> <p>Knowledge transfer and transition support will be provided by the Seller.</p>	Seller	Buyer	<p>Per hour salary rate</p> <p>Pro-rata vendor charges – pass through</p>	6 months

**APPENDIX B**

**Data Processing Addendum**

(See attached.)

## APPENDIX B

### DATA PROCESSING ADDENDUM

1. Scope. The Parties agree that this Data Processing Addendum shall apply to the extent that Service Recipient requests, or the nature of the Services requires, that Service Provider Process Personal Data (as such terms are defined in the Regulation (EU) 2016/679 or the General Data Protection Regulation (including as transposed into domestic legislation of each member state of the European Union, (“EU GDPR”)) and the UK Data Protection Act 2018 and UK implementation of EU GDPR, which has been transposed into UK law by the European Union (Withdrawal) Act (together with EU GDPR, “GDPR”) or “Personal Information” as such term is defined by the California Consumer Privacy Act of 2018 and the California Consumer Privacy Act Regulations (“CCPA”)) on behalf of the Service Recipient during the course of performing its obligations under this Agreement.
2. Definitions. Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Transition Services Agreement or in the Purchase Agreement, as applicable.
  - 2.1 “Third Country” means (i) in relation to Personal Data transfers from the European Economic Area (“EEA”), any country outside of the scope of the data protection laws of the EEA, excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time; and (ii) in relation to Personal Data transfers from the UK, any country outside of the scope of the data protection laws of the UK, excluding countries approved as providing adequate protection for Personal Data by the relevant competent authority of the UK from time to time.
3. Data Processing.
  - 3.1 The Parties understand and agree that, as between the Parties, the Personal Data of such Party will at all times remain the property of such Party.
  - 3.2 The Parties understand and agree that the Service Provider will act as a Processor (as defined in the GDPR) and as a Service Provider (as defined in the CCPA, on behalf of the Service Recipient.
  - 3.3 The Service Provider represents, warrants, and covenants that it shall at all times:
    - 3.3.1 Process and use the Personal Data of the Service Recipient only (i) for the purposes of providing the Services and fulfilling its obligations as Service Provider and Processor to Services Recipient under the Agreement, and (ii) on the documented instructions of the Service Recipient, including as set out in the Agreement, unless required to Process such Personal Data by applicable law to which the Service Provider is subject; in such a case, the Service Provider shall inform the Service Recipient of that legal requirement before Processing, unless that law prohibits the sharing of such information;



- 3.3.2 obtain the prior written approval of the Service Recipient, not to be unreasonably withheld, to engage one or more sub-processors to Process the Service Recipient's Personal Data and, in such an event, shall: (a) impose via written agreement privacy, security, and other requirements on any such sub-processor consistent in all material respects with those to which the Service Provider is subject under this Addendum; and (b) remain fully liable under applicable privacy and data security Laws for the performance of any such sub-processor's obligations with respect to the Service Recipient's Personal Data;
- 3.3.3 maintain appropriate technical and organizational measures, consistent with industry practice, designed to (i) ensure the security, integrity, and confidentiality of the Service Recipient's Personal Data and (ii) protect the Service Recipient's Personal Data against any anticipated threats or hazards to the security or integrity of such data; and (iii) monitor and protect against unauthorized access to or use of the Service Recipient's Personal Data;
- 3.3.4 to the extent Service Provider's Services involve the transfer, export, hosting, or Processing of Service Recipient's Personal Data from, as applicable, the UK or EEA to a Third Country, only do so where Service Provider has executed the standard contractual clauses (Data Controller to Data Processor), for the transfer of EEA personal data as set forth in the Annex to the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries as amended, updated or replaced from time to time ("**Model Clauses**") with Service Recipient, or permit any third party including its sub-Processors to Process, access or store the Personal Data in any Third Country except where Service Provider and its sub-processor or other third party (as applicable) have executed a sub-processing agreement in accordance with the Model Clauses, and Service Provider ensures that such transfer and processing is compliant with the terms of the Model Clauses and any sub-processor agreement, or unless any derogations set forth in applicable privacy and data security Laws apply (e.g. as needed to fulfil a contract made with or on behalf of a data subject) or pursuant to any other transfer mechanism permitted by applicable privacy and data security Laws;
- 3.3.5 limit access to the Service Recipient's Personal Data only to those of its employees and contractors necessary for Service provider to perform its obligations and/or support the Services to the Service Recipient, who have been instructed to use the Personal Data solely for the purposes of providing the Services and respect and maintain the confidentiality and security of the Personal Data in accordance with this Agreement, and have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 3.3.6 upon the Service Recipient's reasonable request, promptly adopt supplemental data processing terms with the Service Recipient or take other

appropriate steps if the Service Recipient concludes, in its reasonable judgment, that such steps are necessary to address cross-border transfers or other requirements of applicable privacy and data security Laws;

- 3.3.7 upon expiration or termination of the Services, at the choice of the Service Recipient, delete or return all Personal Data of the Service Recipient, and delete existing copies of such Personal Data, and provide written confirmation of such destruction to the Service Recipient upon request, unless any applicable privacy and data security Laws to which the Service Provider is subject requires storage of the Personal Data or unless the retention of Personal Data is required in order to fulfill a contractual obligation of Data Processor (e.g. with regard to employee benefit plans) even if not required by applicable data security Laws;
- 3.3.8 to the extent legally permitted, promptly notify Service Recipient if it receives any requests from any law enforcement, regulatory authority or other third party for access to Service Recipient's Personal Data;
- 3.3.9 promptly notify the Service Recipient of the receipt of any requests from individuals to exercise their rights under applicable privacy and data security Laws, and taking into account the nature of the Processing, assist the Service Recipient by implementing appropriate technical and organizational measures to intake, address, and promptly respond to such requests;
- 3.3.10 taking into account the nature of the Processing, reasonably assist the Service Recipient in ensuring compliance with the obligations to (i) implement appropriate technical and organizational security measures; (ii) notify (if required) any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data ("Personal Data Breach"); and (iii) conduct data protection impact assessments and, if required, prior consultation with relevant competent authorities;
- 3.3.11 notify the Service Recipient without undue delay in writing upon becoming aware of any Personal Data Breach or suspected Personal Data Breach involving Service Recipient's Personal Data, and provide prompt information and assistance as reasonably requested by Service Recipient with respect to fulfillment by Service Recipient of its relevant obligations pursuant to applicable privacy and data security Laws;
- 3.3.12 make available to the Service Recipient all information reasonably necessary to demonstrate compliance with the obligations laid down in this Addendum and applicable privacy and data security Laws, and allow for and contribute to audits, including inspections, conducted by the Service Recipient or another auditor mandated by the Service Recipient; and

3.3.13 promptly inform the Service Recipient if, in its opinion, an instruction of the Service Recipient infringes applicable privacy and data security Laws.

3.4 The Personal Data Processed by Service Provider will be subject to the Processing activities required for the purposes of providing the Services including storage, analysis, organizing, retrieval and sharing, as set out in the Agreement. The duration of the Processing is for the period set out in the Agreement. The categories of Personal Data that may be Processed include, but are not limited to: name, contact details, HR data, financial information, recruitment information, communications information and any other Personal Data related to the Services, relating to the following categories of data subjects: Service Recipient's employees, prospective employees, business contacts, customers, end users, vendors and any other data subjects related to the Services. Service Recipient hereby authorizes Service Provider and its affiliates, and subcontractors to collect, use, store and transfer such Personal Data that is provided by Service Recipient to Service Provider for the purpose of performing its obligations under this Agreement. Service Recipient, confirms that it has obtained all necessary consents and authorizations for the lawful Processing of Personal Data by Service Provider acting as a Data Processor before passing Personal Data to Service Provider.

4. To the extent that Service Recipient shares Personal Information about California residents to Service Provider under this Agreement which would otherwise constitute a sale, Service Provider will: (a) Process such Personal Information as a service provider on Service Recipient's behalf for one or more business purposes described in this Agreement or as may be reasonably required for record-keeping or other documentation purposes following the provision of Services hereunder, or as otherwise permitted by the CCPA and (b) be prohibited from retaining, using, or disclosing such Personal Information other than for the specific business purposes described in the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than performing the business purposes described in this Agreement, unless Service Provider is otherwise obligated to retain, use, or disclose such Personal Information pursuant to applicable privacy and data security Laws. To the extent that a Service Provider stores Personal Information in its records pursuant to its performance of the Services, upon Service Recipient's request, Service Provider shall promptly delete any Personal Information specified by Service Recipient from its records unless Service Provider is permitted to, or is otherwise obligated to, retain, use, or disclose such Personal Information pursuant to applicable privacy and data security Laws (e.g. in connection with the provision of employee benefit plans). To the extent Service Provider receive(s) a request to know or request to delete from a California resident, Service Provider shall direct the California resident to Service Recipient except to the extent Service Provider is deemed a covered business for purposes of the CCPA with regard to such Personal Information. Any reference to "business," "business purpose," "commercial purpose," "sell," "sale," and "servicer provider" in this Section 4 shall have the meanings ascribed to such terms in the CCPA.
5. If any modifications are necessary to this Appendix C as a result of a change in any applicable privacy and data security Laws (or in the interpretation thereof by courts of

competent jurisdiction, data protection authorities, or other relevant governmental entities or authorities), then (a) either a Service Provider or Service Recipient may provide written notice to the other party of such change in applicable privacy and data security Laws (or interpretation), and (b) the parties shall discuss the change in applicable privacy and data security Laws (or interpretation) and negotiate in good faith with a view to agreeing to any necessary modifications to this Appendix C to address such changes.

**Attachment II**

**Bill of Sale**

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “Bill of Sale and Assignment and Assumption Agreement”), dated as of September 21, 2021, is made and entered into by and between ViON Corporation, a Delaware corporation (“Seller”) and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Buyer”). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (the “Purchase Agreement”), dated as of September 21, 2021, by and between Seller and Buyer.

**WITNESSETH:**

**WHEREAS**, pursuant to the Purchase Agreement, (i) Seller has agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to acquire and accept from Seller, all right, title and interest of Seller in and to the Purchased Assets and (ii) Buyer has agreed to assume and thereafter timely pay, discharge and perform in accordance with their terms, the Assumed Liabilities.

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

Section 1. Purchased Assets. Effective at the Closing, Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller’s right, title and interest in and to the Purchased Assets and Buyer hereby acquires and accepts from Seller, free and clear of all Liens (other than Permitted Liens), such Transferred Assets.

Section 2. Excluded Assets. Notwithstanding anything to the contrary herein or in the Purchase Agreement, Buyer is not purchasing any right, title or interest in any Excluded Assets.

Section 3. Assumed Liabilities. Buyer hereby assumes from Seller the Assumed Liabilities, and agrees to timely pay, discharge and perform in accordance with their terms, such Assumed Liabilities.

Section 4. Excluded Liabilities. Notwithstanding anything to the contrary herein or in the Purchase Agreement, Buyer is not assuming nor is obligated to pay, perform or otherwise discharge any Excluded Liability, and Seller agrees to timely pay, discharge and perform in accordance with their terms all Excluded Liabilities.

Section 5. Terms of the Purchase Agreement. The sale, assignment and transfer of the Purchased Assets and the assumption of the Assumed Liabilities effected by this Bill of Sale and Assignment and Assumption Agreement are subject in all respects to the terms and conditions of the Purchase Agreement. The provisions herein neither enlarge nor diminish the representations, warranties, covenants, indemnities, agreements and remedies that the Purchase Agreement provides in respect of the Purchased Assets or the Assumed Liabilities. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of



the Purchase Agreement will govern.

Section 6. No Third Party Beneficiaries. Nothing expressed or implied in this Bill of Sale and Assignment and Assumption Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any rights or remedies under or by reason of this Bill of Sale and Assignment and Assumption Agreement.

Section 7. Headings. The insertion of headings for this Bill of Sale and Assignment and Assumption Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Bill of Sale and Assignment and Assumption Agreement.

Section 8. Successors and Assigns. This Bill of Sale and Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties to this Bill of Sale and Assignment and Assumption Agreement and their respective successors and assigns.

Section 9. Governing Law. This Bill of Sale and Assignment and Assumption Agreement and any actions, cause of action, claim, controversy or dispute of any kind (whether at law, in equity, in contract, in tort or otherwise) that may be based upon, arise out of, or relate to this Bill of Sale and Assignment and Assumption Agreement, or the negotiation, execution, or performance of this Bill of Sale and Assignment and Assumption Agreement (including any action, cause of action, or claim of any kind based upon, arising out of, or related to any representation or warranty made in, in connection with, or as an inducement to this Bill of Sale and Assignment and Assumption Agreement) or the rights, duties and relationship of the parties, shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, excluding any conflicts of law, rule or principle that might refer construction of provisions to the Laws of another jurisdiction.


Section 10. Counterparts. This Bill of Sale and Assignment and Assumption Agreement may be executed in one or more counterparts, including facsimile counterparts or electronic mail in portable document format, each of which shall be deemed to be an original copy of this Bill of Sale and Assignment and Assumption Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the undersigned have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

**SELLER:**

**VION CORPORATION**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**BUYER:**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

By: 

Name: K. Stuart Shea

Title: President & Chief Executive Officer

**Attachment III**

**Domain Name Assignment Agreement**

**DOMAIN NAME ASSIGNMENT AGREEMENT**

This DOMAIN NAME ASSIGNMENT AGREEMENT (this “Assignment”) is entered into as of September 21, 2021 (the “Effective Date”), by and between ViON Corporation, a Delaware corporation (“Assignor”), on the one hand, and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Assignee”), on the other. Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of September 21, 2021 (the “APA”), pursuant to which Assignee has agreed to purchase certain assets, including certain Intellectual Property rights Related to the Business;

**WHEREAS**, Assignor and Assignee are executing and delivering this Assignment in connection with and as a condition to the consummation of the transactions contemplated by the APA and to effectuate the assignment of certain universal resource locators (“URLs”) pursuant to the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the APA, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein, but not otherwise defined herein shall have the meanings ascribed thereto in the APA.

2. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, its entire right, title and interest in and to the URLs listed in Exhibit A attached hereto, together with all goodwill associated therewith, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution thereof.

3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment and to secure transfer of the registrations of the URLs to Assignee and agrees to follow Assignee’s instructions to effectuate the transfer of the URL registration in a timely manner.

4. Subject to APA. Nothing herein contained shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the APA in any manner whatsoever. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the APA. In the event of any conflict or other difference between the APA and this Assignment, the provisions of the APA shall prevail and govern. Nothing in this Assignment shall alter any representations, warranties, covenants or indemnifications contained in the APA.

5. Governing Law. This Assignment, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, or the

negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to any laws, rules or provisions of the State of Delaware that would cause the application of the laws rules or provisions of any jurisdiction other than the State of Delaware.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

7. Amendment and Modification; Waiver. This Assignment may be amended, modified or supplemented only by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Assignment, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.


*[Signature Page Follows]*



**IN WITNESS WHEREOF**; the Parties hereto have executed this Domain Name Assignment Agreement as of the date first written above.

**ASSIGNOR:**

**VION CORPORATION**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**ASSIGNEE:**

**PERSPECTA ENTERPRISE  
SOLUTIONS LLC**

By: \_\_\_\_\_

Name: K. Stuart Shea

Title: President & Chief Executive  
Officer

**Exhibit A**  
**URLs**

URL	Registration Date	Expiration Date
ViONMarketPlace.com	1/29/2018	1/29/2022

**Attachment IV**

**Subcontract Pending Novation**

## SUBCONTRACT PENDING NOVATION

**THIS SUBCONTRACT PENDING NOVATION** (the “Agreement”) is made as of September 21, 2021, by and between ViON Corporation, a Delaware corporation (“Prime Contractor”), and Perspecta Enterprise Solutions LLC, a Delaware limited liability company (“Subcontractor”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

**WHEREAS**, Prime Contractor has entered into the Novating Government Contracts set forth on Schedule 2.7(k) of the Asset Purchase Agreement (as defined below) with executive and legislative agencies of the United States of America or another Governmental Authority (each, the “Government”), as from time to time amended, modified or supplemented, including all statements of work, attachments thereto and instruments incorporated therein (collectively, the “Outstanding Contracts”);

**WHEREAS**, Prime Contractor has submitted to the Government the outstanding Government Bids set forth on Exhibit A hereto (collectively, the “Outstanding Bids”);

**WHEREAS**, Prime Contractor, on the one hand, and Subcontractor, on the other hand, have entered into the Asset Purchase Agreement dated as of September 21, 2021, (the “Purchase Agreement”), whereby, as of Closing, Subcontractor will purchase the Purchased Assets, including the Outstanding Contracts and Outstanding Bids, and assume the Assumed Liabilities;

**WHEREAS**, in accordance with the Purchase Agreement, Prime Contractor and Subcontractor will submit to the applicable Contracting Officers for approval one or more Novation Agreements with respect to the Outstanding Contracts (each, a “Novation Request”); and

**WHEREAS**, Prime Contractor and Subcontractor desire to arrange for the continued performance of each Outstanding Contract in accordance with all of their respective requirements and terms until such time as the Government approves the Novation Request with respect to such Outstanding Contract and recognizes Subcontractor as the successor in interest to such Outstanding Contract.

**NOW, THEREFORE**, in reliance upon the agreements made herein and in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

## ARTICLE I – SCOPE OF WORK

1. Incorporation of Outstanding Contracts: Definitions. Each Outstanding Contract is incorporated by reference herein. To give effect to the provisions contained therein, with respect to each Outstanding Contract, any reference to the “Government” or the “Contracting Officer” shall mean the Prime Contractor and any reference to the “Contractor” shall mean Subcontractor except “Government” and “Contracting Officer” do not change (a) in the phrase “Government

Property,” “Government Owned Property,” “Government Equipment,” and “Government Owned Equipment;” (b) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or his duly appointed representative; (c) when title to property is to be transferred directly to the Government; (d) when rights to or title in intellectual property are to be granted to the Government; or (e) when any other reference by its terms is applicable only to the Government.

2. Prime Contractor Responsibility. Prime Contractor shall retain its legal obligations as a prime contractor in accordance with each Outstanding Contract. Prime Contractor shall pass on to Subcontractor without delay and as reasonably practicable all Government orders and requests for work received by Prime Contractor under any Outstanding Contract. Prime Contractor shall not take any action that interferes with Subcontractor’s performance under any Outstanding Contract. Prime Contractor shall provide assistance as reasonably necessary for Subcontractor to perform under each Outstanding Contract, including by issuing to Subcontractor any required DD Form 254s or other security requirements with respect to the Outstanding Contracts.

3. Subcontractor Responsibility. To the extent permitted under applicable Law and the terms and conditions of each Outstanding Contract, Subcontractor shall diligently perform all requirements and furnish to the Government all services and materials necessary to complete performance of each Outstanding Contract, except as related to a Retained Task Order, in accordance with the terms and conditions thereof and in compliance with all applicable laws, governmental rules or regulations in effect, in each case as of the date hereof or as amended during the term of this Agreement. Without limiting the foregoing, unless Prime Contractor indicates otherwise by written notice to Subcontractor or applicable law requires otherwise, Subcontractor shall be considered Prime Contractor’s agent for purposes of (a) handling administrative actions necessary to effect and support performance of an Outstanding Contract or Outstanding Bid, including collecting all amounts that may be due from the other party to an Outstanding Contract and that relate to the period of Subcontract performance hereunder with respect to an Outstanding Contract, and (b) negotiating or otherwise handling all matters that may arise in connection with an Outstanding Contract or Outstanding Bid, including submission of any REAs or claims in connection with an Outstanding Contract, and any revisions to an Outstanding Bid.

4. Awarded Contracts. If an Outstanding Bid is accepted or awarded after Closing, the resulting Government Contract shall be treated as an Outstanding Contract for purposes hereof. If a task or delivery order proposal is submitted under an Outstanding Contract after the date hereof by Prime Contractor on behalf of Subcontractor, the submitted task or delivery order proposal will be treated as an Outstanding Bid for purposes of this Agreement.

5. Protests. Subcontractor may pursue the filing and/or litigation of a bid protest in the name of Prime Contractor with respect to an Outstanding Bid with the prior written consent of Prime Contractor, which may not be unreasonably withheld, conditioned or delayed. In the event that Prime Contractor provides such consent, Subcontractor shall be responsible for pursuit of any such bid protests and all associated fees and expenses.

## **ARTICLE II – RELATIONSHIP OF PARTIES**



1. Cooperation. Prime Contractor and Subcontractor shall fully cooperate with each other to ensure that (a) all requirements of each Outstanding Contract are satisfied and that the transition of performance occurs without disruption or inconvenience to the Government and (b) each Outstanding Bid is transitioned to Subcontractor in a manner that (i) is consistent with applicable Law and solicitation requirements and (ii) preserves the full value to Subcontractor of each Outstanding Bid.

2. Communications with Government. Subcontractor shall, in the first instance, be responsible for communications with the Government regarding any Outstanding Contract or Outstanding Bid. Subcontractor shall promptly inform Prime Contractor of the substance of any such written or oral communications that are material. Prime Contractor shall use commercially reasonable efforts to include the Subcontractor with respect to any material communications with the Government regarding an Outstanding Contract or Outstanding Bid; provided that circumstances may dictate that from time to time the Government may initiate communications with Prime Contractor in such a manner that it cannot include the Subcontractor from the outset in which cases the Prime Contractor shall use commercially reasonable efforts to limit the amount of material communication with the Government until the other party can become involved. Each party shall promptly forward to the other party any material communications received from the Government after the Closing Date concerning an Outstanding Contract or Outstanding Bid.

3. Modification of Contracts or Bids. Prime Contractor shall not make or consent to any material modification of an Outstanding Contract (except those modifications with respect to which the Prime Contractor does not have a consent right) or an Outstanding Bid without the prior written consent of Subcontractor, which consent shall not be unreasonably withheld, conditioned or delayed.

4. Disclosure. The parties hereby agree that the contents of this Agreement may be made known to the Government, but each party agrees to use commercially reasonable efforts to maintain the confidentiality of this Subcontract as permitted under the Freedom of Information Act, 5 U.S.C. § 552, et seq.

5. Authorization.

(a) Prime Contractor hereby appoints and authorizes Subcontractor, its employees and designees, at Subcontractor's election, to serve as its exclusive agent for the purpose of submitting invoices in Prime Contractor's name to the Government seeking any payments under any Outstanding Contract for work performed pursuant to such Outstanding Contract after the Closing Date. Subcontractor will be responsible, in the first instance, for preparing the invoices and supporting information associated with each invoice and providing it to the Government in accordance with an agreed upon invoicing calendar. Subcontractor shall ensure that all such invoices are consistent with the pricing and other requirements set forth in the applicable Outstanding Contract. For the avoidance of doubt, Subcontractor may elect to invoice Prime Contractor, rather than the Government, for work performed pursuant to any Outstanding Contract after the Closing Date. Prime Contractor shall pass on to Subcontractor via wire transfer as promptly as practicable and in no event later than seven (7) Business Days of Prime Contractor's receipt of any amounts paid by, and received from, the Government for performance by

Subcontractor of its obligations under an Outstanding Contract. Prime Contractor shall not subject such amounts to any withholding or setoff. If the Government disputes or otherwise fails to pay an invoice, Prime Contractor will promptly inform Subcontractor and provide any information supplied by the Government related to the dispute or non-payment.

(b) Subcontractor shall maintain true and correct books and records pertaining to such invoiced amounts and, upon reasonable notice, shall permit an independent third party entity hired by Prime Contractor, at Prime Contractor's own expense to audit such books and records solely to verify the accuracy and appropriateness of all charges; provided that such audit does not unreasonably interfere with the conduct of the business and provided that such books and records are kept confidential in accordance with this Agreement. Subcontractor shall comply with any Government-required audits in connection with any Outstanding Contract or Outstanding Government Bid.

(c) Subcontractor recognizes that if any Outstanding Contract (other than a Retained Task Order) involves products, services or technical data subject to the export laws of the United States or other Governmental Authority, Subcontractor shall be solely responsible for complying with any and all such export laws, including obtaining any registration or licenses required for the lawful export of any such items.

(d) For purposes of allowing Subcontractor to fulfill its obligations under this Agreement, Prime Contractor hereby delegates authority to Adam Kiefer, Director, Contracts & Subcontracts, to enter into, execute, process and deliver for, or in the name or on behalf, of Prime Contractor, task or delivery order proposals, orders and modifications, amendments or extensions thereto, and any other documents that arise in the ordinary course under any Outstanding Contract or Outstanding Bid (the "Contract Documents"); provided that the foregoing authority shall not permit Subcontractor or its employees to issue checks, drafts, or other orders on the funds of Prime Contractor or take any action that is inconsistent with this Agreement. Subcontractor shall promptly provide to Dawn Fabean, Director of Contracts, a copy of all such Contract Documents. Any Contract Documents requiring signature of Prime Contractor shall be ratified by a counter-signature by Prime Contractor and returned to Subcontractor as promptly as practicable and in no event later than three (3) Business Days of receipt by Prime Contractor. Notwithstanding the foregoing, prior to executing any document pursuant to this provision that has a projected monetary value exceeding \$500,000, Subcontractor shall notify Prime Contractor in writing to ensure that Prime Contractor is apprised of significant engagements executed by Subcontractor on behalf of Prime Contractor.

(e) Nothing in this Article II is intended or shall be construed to transfer any rights to any Outstanding Contract or usurp, violate or otherwise negate the requirements of the Anti-Assignment Act, 41 U.S.C. § 15(a), the Assignment of Claims Act, 31 U.S.C. § 3727(a)(1)(b) (the "Acts") or the Outstanding Contracts. In the event of any claim by any Government agency of a violation of such requirements as a result of this Article II, the parties shall cooperate in good faith and assist each other as is reasonably necessary to correct such claimed violations and seek the Government's ratification of the Outstanding Contract related document claimed to be an unlawful assignment under the Acts.

(f) For the avoidance of doubt, Prime Contractor shall not charge the Government any brokerage or similar fee or other markup in connection with any Outstanding Contract or Outstanding Bid.

### ARTICLE III – TERM AND TERMINATION

1. Term. The term of this Agreement shall be from the Closing Date until the earlier of (a) such time all Outstanding Contracts, including any extensions or options thereto exercised by the Government, are novated to Subcontractor, completed, replaced by a successor contract between Subcontractor and the Government or terminated, and all Outstanding Bids are no longer outstanding or pending award decision or (b) such time as this Agreement is terminated upon mutual agreement by the parties as evidenced in writing. With respect to each Outstanding Contract and each Outstanding Bid, the responsibilities of the parties hereunder shall begin upon the Closing Date and shall cease upon the earlier of: (i) contract novation of such Outstanding Contract; (ii) completion, replacement by a successor contract between Subcontractor and the Government or termination of such Outstanding Contract, including any renewals or options thereto exercised by the Government; (iii) receipt of a final written determination by the Government that such Outstanding Contract may not be performed by Subcontractor; (iv) withdrawal, rejection or award of such Outstanding Bid with no pending or reasonably anticipated protests; or (v) termination of this Agreement.

2. Termination of an Outstanding Contract. In the event that an Outstanding Contract is terminated in whole or in part by the Government prior to contract novation and prior to expiration of the term of this Agreement, the rights of the parties concerning the termination shall be governed by the provisions of the applicable termination clause (such as the termination for convenience provisions or the termination for default provisions, as applicable) set forth in such Outstanding Contract. Prime Contractor may terminate Subcontractor's work under an Outstanding Contract if and to the extent such Outstanding Contract is terminated by the Government or if Prime Contractor receives final written determination by the Government that such Outstanding Contract may not be performed by Subcontractor.<sup>1</sup>

### ARTICLE IV – CONFIDENTIALITY

1. Definition of Confidential Information. As used herein, "Confidential Information" shall mean any information or data of a party (the "Disclosing Party") or its customers received or obtained by the other party (the "Recipient") as a result of the exercise of the Recipient's rights or the performance of the Recipient's obligations under this Agreement, and includes any business, marketing, sales, technical and scientific information, trade secrets, processes, designs, data, formulae, plans, product or service specifications and information, prototypes, software, source code, customer information and lists, research, business opportunities, contracts and contract information, and other information and materials related to or arising from the objectives of the Agreement and in the performance and administration of the Outstanding Contracts and Outstanding Bids and which may be in any form or medium. Notwithstanding the

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<sup>1</sup> Note to Seller: The term addressing contract close out has been removed because allocation of liability is addressed in the purchase agreement, and Seller would otherwise have recourse through the indemnity clause of this agreement.

foregoing, Confidential Information shall not include any information that (a) becomes generally available other than as a result of a breach of the provisions of this Article IV or any other confidentiality agreement with the Disclosing Party; (b) was received or becomes available on a non-confidential basis to the Recipient from a source, other than the Disclosing Party or its customers, that to the Recipient's knowledge is not or was not bound to hold such information confidential, (c) was acquired or developed independently by the Recipient without the use of the Disclosing Party's Confidential Information and without violating this Article IV or any other confidentiality agreement with the Disclosing Party; (d) is approved in writing for release or disclosure to the public by the Disclosing Party; or (e) is set forth in or derived, in whole or in part, from Transferred Books and Records.

2. Use and Disclosure Limitations. Except pursuant to Section 3 of this Article IV, unless instructed otherwise by the Disclosing Party in writing, any Confidential Information received or obtained by the Recipient as a result of the exercise of its rights or the performance of its obligations under this Agreement shall be kept in confidence and shall not be disclosed to a third party, except as authorized in writing by the Disclosing Party. The Recipient is authorized to use Confidential Information in furtherance of the objectives of the Agreement and in the performance and administration of the Outstanding Contracts and Outstanding Bids, if applicable, and is granted any necessary permission by the Disclosing Party to do so. The Recipient shall treat the Confidential Information of the Disclosing Party in the same manner as the Recipient treats and holds its own confidential information of a similar nature, but in no case with less than a commercially reasonable standard of care.

3. Restrictive Notice; Government Disclosure. With respect to Confidential Information that will be disclosed or delivered to the Government, if the Confidential Information was marked with a restrictive notice by the originating party, the Disclosing Party will retain the restrictive notice, or will substitute the applicable notice prescribed by the Government for such purposes, if any. If Prime Contractor or Subcontractor is notified that the Government proposes to disclose any such Confidential Information to a third party or is considering doing so, it will provide prompt written notice to the other party. In the event of an authorized disclosure by a party to a third party other than the Government, any restrictive notice will be retained on any information so disclosed.

4. Relief. The Recipient agrees that unauthorized disclosure or use of the Confidential Information may cause irreparable harm and result in significant commercial damage to the Disclosing Party. The parties agree that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the covenants regarding Confidential Information, in addition to all other remedies available at law and in equity.

## **ARTICLE V – DISPUTES**

1. Resolution of Disputes. For the purposes of this Agreement, the terms “claim,” “certification” or “certify,” and “dispute” shall have the meaning of the same terms as used in the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613), FAR Subpart 33.2, and FAR 52.233-1.” All disputes arising under or relating to this Agreement shall be resolved under this Article V.

2. Procedure. With respect to any claim made by Subcontractor for which the Government is or may be liable, Subcontractor agrees that it will prepare and certify its claim and will present it to Prime Contractor for submission to the Government under the Contract Disputes Act. Prime Contractor shall submit any such reasonable claim to the Government, at the expense of Subcontractor. In the event Subcontractor determines that an appeal of any government contracting officer final decision on a claim is appropriate, Prime Contractor shall permit Subcontractor, at Subcontractor's expense, to appeal such final decision in the name of Prime Contractor. In such event, Prime Contractor shall reasonably cooperate in the prosecution of such appeal. Prime Contractor shall take no action to settle or prejudice Subcontractor's claim. Prime Contractor shall promptly pay to Subcontractor any amount received by Prime Contractor as a result of a government contracting officer final decision or an appeal involving an Outstanding Contract, to the extent such payment relates to work performed by Subcontractor pursuant to such Outstanding Contract after the Closing Date.

3. Continuation of Performance. Unless this Agreement is terminated pursuant to Article III, Section 1, the parties shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, dispute or action arising under or in connection with the Agreement.

## **ARTICLE VI – MISCELLANEOUS**

1. Waiver. The waiver or failure of any party to enforce the terms of this Agreement shall not constitute a waiver of that party's rights under this Agreement with respect to any other violation of the same or other terms.

2. Assignment. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but neither party may assign this Agreement or any of the rights, interests or obligations hereunder without the prior written consent of the other party provided, however, Subcontractor may, without consent or notice to Prime Contractor, subcontract any portion of an Outstanding Contract or Outstanding Bid.

3. Indemnity. Subcontractor shall indemnify and hold Prime Contractor harmless from any and all liabilities and costs, to include reasonable attorney's fees, incurred by Prime Contractor directly relating to or arising out of any Outstanding Contract, except as related to a Retained Task Order, or Outstanding Bid after the date hereof.

4. Independent Contractor Relationship. Subcontractor's relationship with Prime Contractor will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship.

5. Entire Agreement. This Agreement and the other Transaction Documents contain the entire understanding between the parties hereto relating to the subject matter hereof and supersede all prior negotiations, agreements, communications and writings with respect to this Agreement. This Agreement may only be amended by a writing signed by both parties hereto.

6. Severability. The provisions of this Agreement are independent and severable. To the extent that any one provision is rendered inoperative, or is contrary to law, the parties agree that, to the extent possible, all other provisions of this Agreement shall be given full force and effect.

7. Survival. The provisions of Article IV and Section 3 of this Article VI shall survive termination or expiration of this Agreement.

8. Section Headings. Section headings are provided for purposes of convenience only, and do not limit the scope or effect of the provisions and clauses of this Agreement.

9. Governing Law. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement (whether at law, in contract or in tort), shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware (without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction).

10. Party Disputes. Other than disputes and claims subject to Article V above, the parties shall attempt in good faith to resolve any dispute arising out or relating to this Agreement promptly by negotiations in accordance with this Article VI, Section 10. If such a dispute arises, then either party may submit the dispute for consideration by senior executives of the parties who do not have direct responsibility for administration of this Agreement (collectively, the “Senior Executives”). The Senior Executives shall meet for negotiations (which may be held telephonically) as often as the Senior Executives deem reasonably necessary to resolve the dispute. If the dispute is not resolved within thirty (30) days after the day that the Senior Executives first considered the dispute, then either party may pursue any and all rights and remedies available to it at law or in equity.

11. Jurisdiction and Venue. Each party agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery within the State of Delaware (or if the Delaware Court of Chancery declines to accept jurisdiction over such Proceeding, any other court of the State of Delaware located in the City of Wilmington, State of Delaware, or the United States District Court for the District of Delaware) for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Agreement. Each party irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this section.

12. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE



TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE EACH PARTY'S RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Notices. Any notice or communication required to be given by this Agreement must be delivered as if a notice under the Purchase Agreement, with an additional copy delivered as provided below (which shall not constitute notice hereunder):

For Prime Contractor to:

ViON Corporation  
196 Van Buren St. Suite 300  
Herndon, VA 20170  
Attention: Tom Frana  
Email: Tom.Frana@vion.com

For Subcontractor to:

Peraton Inc.  
12975 Worldgate Drive  
Herndon, VA 20170  
Attention: Jim Winner  
Email: jwinner@peraton.com

and

Covington & Burling LLP  
One CityCenter  
850 Tenth Street NW  
Washington, DC 2001  
Attention: Scott A. Freling  
Email: sfreling@cov.com

14. Effective Date. This Agreement is entered into and is effective as of the date hereof.


15. Authority; Counterparts. This Agreement is executed by individuals who are duly authorized to legally bind their respective organizations. This Agreement may be executed in two or more counterparts, each of which will be considered an original instrument and which together will be considered one and the same agreement, and will become effective when the counterparts, that together contain the signatures of each party hereto, will have been delivered to Prime Contractor and Subcontractor. Delivery of executed signature pages by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

*(Signature Page Follows)*

**IN WITNESS WHEREOF**, the parties have caused this Subcontract Pending Novation to be duly executed, as of the date first written above.

**Prime Contractor:**

**VION CORPORATION**

By:   
Name: Tom Frana  
Title: Chairman, Chief Executive Officer  
and President

**Subcontractor:**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have caused this Subcontract Pending Novation to be duly executed, as of the date first written above.


**Prime Contractor:**

**VION CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Subcontractor:**

**PERSPECTA ENTERPRISE SOLUTIONS LLC**

By:  \_\_\_\_\_  
Name: K. Stuart Shea  
Title: President & Chief Executive Officer

**Exhibit A**  
**Outstanding Government Bids**

None.