

This Master Agreement (the “Agreement”) is effective as of January 1, 2026 by and between DLT Solutions, LLC, a corporation with offices located at 2411 Dulles Corner Park, Suite 800, Herndon, VA 20171 (“Supplier”), and Educational and Institutional Cooperative Services, Inc., a New York non-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (“E&I”), hereinafter collectively referred to as the “Parties” or individually to as the “Party.”

This Agreement has been established based on RFP # EI00393~2025RFP for Generative AI Solutions, all addenda, Supplier response, best and final offer, and negotiations.

Accordingly, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Scope

- a. **Description of Products and/or Services.** This Agreement relates to Supplier’s provision of its full catalog of products (the “Products”) and services (the “Services”).
- b. **Applicability to Members.** This National Agreement shall apply to all E&I Member institutions (“Member” or “Members”) (as listed in E&I’s Official Member List, as updated from time to time, to be provided to the Supplier), its divisions, subsidiaries and affiliates. In addition, if E&I elects to participate in the Agreement, they shall be considered a Member.
- c. This Agreement does not constitute a purchase order or a commitment to purchase Products and/or to utilize Services by E&I or its Members. Any purchases made and/or Services utilized pursuant to this Agreement shall be made by the individual participating Member and any resulting contract, service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement, shall be between the Member and the Supplier.

II. Term of Agreement and Termination

- a. **Initial and Renewal Term.** The Agreement’s initial term shall be for five (5) years (“Initial Term”), effective January 1, 2026 through December 31, 2030, and may be renewed for a Renewal Term not to exceed five (5) years (“Renewal Term”), which may be structured in one or multi-year terms not to exceed the overall Renewal Term. Prior to the end of the Initial Term, and for each successive Renewal Term, the Agreement will be evaluated in overall context and performance. Exercise of any Renewal Term will require formal written agreement between E&I and Supplier at least six (6) months prior to Agreement expiration. Supplier acknowledges that notification and/or agreement to exercise a Renewal Term may be required further in advance based on Member state regulations and/or other state-specific requirements.
- b. **Termination for Convenience.** Either Party may terminate this Agreement for any reason by delivering not less than one hundred eighty (180) calendar days’ prior written notice thereof to the other Party.
- c. **Termination for Breach.** Upon discovery of a breach of this Agreement, the non-breaching party shall notify the breaching party. The non-breaching party may terminate this Agreement immediately upon the material breach of this Agreement by the breaching party by delivering written notice to the breaching party, or if such breach is capable of being cured, the non-breaching party shall notify the breaching party in writing of such breach and demand that the same be cured within thirty (30) calendar days, or as otherwise agreed upon between the Parties (“Cure Period”). Should the breaching party fail to cure the breach within the Cure Period, the non-breaching party shall then have the right to terminate this Agreement at the end of the Cure Period. A notice shall be sent to the breaching party to confirm the termination. In addition, E&I may terminate this Agreement upon discovery of any misrepresentation or other material defect in any certification or other response submitted by Supplier as part of the RFP process related to this Agreement.
- d. **Continued Performance.** In the event of termination, both Parties shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination.
- e. **Holdover.** Supplier shall continue to provide Products and Services pursuant to any service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date or expiration of the service authorization form, local service agreement, Member-Specific Agreement, purchase order, or similar agreement, not including evergreen or automatic renewal periods (“Holdover Period”). The terms and conditions of this Agreement shall remain in effect for the duration of the Holdover Period.

III. Pricing

- a. **Pricing/Discount List.** The pricing/discount percentage for the Products and/or Services as listed on Attachment A, incorporated herein by reference, shall be applicable to all purchases made and Services utilized pursuant to this Agreement for the Initial Term of the Agreement and any Renewal Term(s) thereafter, unless amended in writing by the Parties.

- b. Taxes. All prices listed and discounts offered pursuant to this Agreement are exclusive of all taxes. E&I is a non-profit corporation. Members may have varying requirements to pay taxes or may be exempt from state sales tax. As applicable, Supplier shall collect all taxes in connection with the sale, delivery, or use of any items, Products, or the Services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.
- c. Firm Pricing. Prices shall remain firm for at least the first twenty-four (24) months of the Agreement's Initial Term unless improved for the benefit of Members. However, Supplier is authorized to offer Members enhanced pricing on a case-by-case basis or under a Member-Specific Agreement. Any variances in pricing for Members shall be reported to E&I's applicable Sourcing Manager, and Supplier agrees to provide to E&I a copy of the Member-Specific Agreement upon its execution, or otherwise upon E&I's request, unless Member's policies prohibit the disclosure of such Member-Specific Agreement. If disclosure of the Member-Specific Agreement is prohibited by Member's policies, Supplier shall still provide to E&I the relevant information related to the pricing variance(s).
- d. [NEGOTIATED] Discount Change Requests. Supplier agrees that it will make every reasonable attempt to keep the discounts indicated in Attachment A firm throughout the term of the Agreement. However, after the first twenty-four (24) months of the Agreement Initial Term, the Supplier may request updates or changes to discounts. Any update or change to a discount that will be less favorable to the Member, must be accompanied by a complete and detailed justification for the request, including supporting documentation. Supplier must respond to E&I's inquiries related to such a request. With any discount change request, the Supplier must certify in writing that the discount change request meets the criteria in the Education/Pricing Parity provision herein. Any change to a discount must be approved by E&I, which approval shall not be unreasonably withheld so long as Supplier submits the requisite justification for the request in accordance with this section, no less than ninety (90) days in advance of the desired effective date for the change in discount to allow for proper communication to Members, and it must be memorialized in writing and signed by both parties as an amendment to this Agreement. A discount change request shall not be made more than once in a twelve (12) month period. If a subsequent request is made to update or change discounts within a twelve (12) month period, it will be denied.
- e. Education/Pricing Parity. The pricing and/or discounts established under this Agreement are to be equal to or less than those offered by Supplier to other cooperatives, comparable consortiums, or group purchasing organizations serving education. This provision is not applicable to Member-specific pricing agreed upon between the Supplier and Member, including as may be established pursuant to a Member-Specific Agreement. If, during the Initial Term of this Agreement, including any Renewal Terms, Supplier offers more favorable pricing and/or discounts for the Services to other cooperatives, comparable consortiums, or group purchasing organizations serving education, Supplier agrees to notify E&I in writing without delay, but in any event, no later than ninety (90) days prior to the implementation of any such pricing or agreement with another cooperative, comparable consortium, or group purchasing organization serving education. Supplier agrees to execute an amendment to this Agreement, including as applicable to any Renewal Terms, to reflect the more favorable pricing and/or discounts.
- f. Price Gouging Prohibited. Supplier shall not sell Products or Services which are vital and necessary for the health, safety, and/or welfare of consumers to a Member during a declared state of emergency at a price that is in excess of ten percent (10%) above the price that existed immediately prior to the declaration. A violation of this paragraph shall constitute a material breach of this Agreement and Supplier shall make prompt restitution to Member of the excessive amount charged. A declared state of emergency means, for the purposes of this Agreement, a circumstance in which government officials determine that there is a threat to the health and/or safety of the citizens of the United States or region thereof. During such a time, officials may implement procedures to protect or provide care for the affected population until the threat has diminished.

IV. **Member-Specific Agreement**

- a. Agreement with Supplier. Member and Supplier may enter into a separate Member-Specific Agreement ("Member-Specific Agreement" or "MSA"), which may include a service provider's Service Level Agreement, End-User License Agreement, etc., to further define the level of service requirements over and above the minimum defined in this Agreement, e.g., specific scope of work, invoice requirements, ordering requirements, on-campus service, specialized delivery, etc. Any MSA developed is exclusively between the Member and Supplier.
- b. Copy to E&I. Supplier shall provide a copy of, and otherwise report as requested by E&I, any applicable MSA information to E&I, which information shall include without limitation: pricing variation, start/end dates, etc. If disclosure of the MSA is prohibited by Member's policies, Supplier shall still provide to E&I the relevant information related to the pricing

variance(s). E&I's efforts to assist Member with any pricing variance issues may be limited if such full and complete information is not shared.

V. Services or Product Specific Terms

- a. Services and/or product specific terms applicable to this Agreement are incorporated herein as Attachment B.

VI. Terms and Conditions of Agreement

- a. Order of Precedence. Unless otherwise superseded by the terms and conditions of the contracting Member, the terms and conditions contained herein shall apply to all purchases made and the Services provided under this Agreement. Any of Supplier's terms and conditions, including terms and conditions of the Supplier's service agreement, order form, invoice, acknowledgment, purchase order, Member-Specific Agreement, or similar form or agreement which are inconsistent with the terms and conditions of this Agreement shall have no effect, and the terms and conditions of this Agreement shall apply.
- b. No Waiver/Modification. No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of both Parties authorizing said modification.

VII. Compliance with Laws and Regulations; Open Records

- a. Compliance with Applicable Laws. Supplier warrants and represents that in the performance of this Agreement, it has complied with, and will continue to comply with, all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and orders (collectively, "Laws and Regulations"). This includes, but is not limited to, the Immigration Reform and Control Act of 1986 in both its present form and any future requirements passed under the Act; all applicable Laws and Regulations related to labor, hours, and wages; and any industry-specific Laws and Regulations related to Supplier's provision of the Products and Services provided pursuant to this Agreement.
- b. FAR and EDGAR. Where federal contracts or grants provide funding to Members used for orders or purchases made under this Agreement, it is the responsibility of the Supplier and the Member to comply with all Federal Acquisition Regulations (FAR) and Educational Department General Administrative Regulations (EDGAR) and other applicable laws and regulations by completing any certifications, disclosures, and any other requirements. E&I shall not be responsible for ensuring compliance with such standards, rules, and/or regulations. Supplier certifies compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances as acknowledged in Supplier's response to RFP # EI00393~2025RFP EDGAR Certifications requirements.
- c. ADA. Supplier shall comply with all applicable provisions of the Americans with Disabilities Act ("ADA"), the Americans with Disabilities Act Amendments Act ("ADAAA"), and the Rehabilitation Act of 1973 (if applicable). All electronic and information technology, Products, and Services to be used by Member, including Member's faculty, staff, students, program participants, or other constituencies, must be accessible and compliant with the ADA, the ADAAA, and Section 508 of the Rehabilitation Act of 1973 (if applicable), including as such Acts may be amended.
- d. Open Records. All information, documentation, and other materials submitted by Supplier to E&I in response to the solicitation or under this Agreement, including the Agreement itself, and any information, documentation, and other materials shared by Supplier with Member, may be subject to public disclosure under the Freedom of Information Act and/or state open records/access to public records laws of the Members.

VIII. Equal Opportunity and Non-Discrimination; Sexual Harassment

- a. Equal Opportunity and Non-Discrimination. In connection with the performance of Services and provision of Products, and in satisfying all obligations under this Agreement, Supplier agrees that it will comply with all applicable federal and state laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and non-discrimination, and will not discriminate against any Member, including its employees, or applicant for employment because of age, race, religion, color, disability, sex, sexual orientation, or national origin.
- b. Government Contracts. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" as defined by applicable law must comply with all requirements, including as identified in any Executive Orders, related to such contracts. In addition, Supplier agrees that it shall comply with any other applicable laws, including as identified in any Executive Orders, regarding equal opportunity and non-discrimination applicable to government contracts.
- c. No Sexual Harassment. Federal law prohibits and protects individuals from discrimination based on sex, including sexual harassment. E&I prohibits sexual harassment and works to foster an environment that is built on respect and free of sexual

harassment. Supplier is required to abide by all federal, state, and local policies, regulations, and laws that pertain to sexual harassment and non-discrimination and to exercise control over its employees, agents, and subcontractors so as to prohibit acts of sexual harassment. If Supplier becomes aware, whether through Member or otherwise, that any employee, agent, or subcontractor of Supplier is alleged to have engaged in sexual harassment, in addition to any action that Member may take pursuant to its policies and/or procedures, Supplier agrees to cause such person to be removed from Member's facility or from otherwise engaging with Member, including those who may be associated with Member (e.g. staff, students); to follow its own policies and procedures for investigating and resolving such allegations; and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

IX. Use of Name, Logos, and Other Licensed or Trademarked Material

- a. Supplier's Use of Member's Material. Supplier agrees not to use the name or logo of any Member, including in any advertising, publicity, promotional, and/or marketing materials of any kind, related to this Agreement without the express written permission of the Member and in accordance with Member's policies and/or procedures relating to the use of any licensed or trademarked material, including names and logos.
- b. Parties' Use of Material. E&I and the Supplier agree not to use the name or logo of the other Party, including in any advertising, publicity, promotional, and/or marketing materials of any kind, without the express written permission of the other Party. The use of the other Party's name and/or logo must be in the exact form and format provided and approved by that Party. The Parties agree that they shall not alter or otherwise modify the name or logo of the other Party. A request for any new or different use of the other Party's logo, or other licensed or trademarked material of the other Party, must be submitted in advance to that Party for approval. Supplier further agrees that it shall not express or imply any endorsement of its products or services, including the Products and Services covered under this Agreement, by E&I or any Member without express written consent from the relevant Party, and that it shall not seek endorsement in contravention of any applicable law, rule, or regulation.
- c. Supplier Warranty & Liability. Supplier warrants that it has the right to license all rights to the Products and/or Services hereby sold or provided, either alone or in combination with other materials; that such rights do not infringe upon or violate any patent, copyright, trademark, trade secret, application, or any other proprietary right of any third party existing under laws of the United States or any foreign country; and that Supplier has obtained all necessary permissions from third parties to license the rights, if applicable. Supplier agrees, at its own expense, to defend, indemnify, and hold harmless E&I, including its officers, agents, employees, Members, and any other third party to whom E&I might be liable, from and against any and all claims, demands, causes of action, losses, expenses, or judgments, including reasonable attorneys' fees, alleging such infringements or otherwise arising out of a breach of this provision. No limitation of liability set forth elsewhere in this Agreement is applicable to this indemnification, and this indemnity shall survive termination of this Agreement.

X. Transactions and Engagements Between Supplier and Member

- a. Transactions/Engagements. The purchase of Products and/or Services by a Member from Supplier is a transaction or engagement solely between Member and Supplier. Supplier acknowledges and agrees that E&I makes no representation or commitment that any Member will make a purchase, that any quantities will be purchased, or that Services will be utilized, whether by an individual Member or by Members collectively, and agrees that E&I shall have no liability relating to Member decisions to purchase or not purchase Supplier Products or Services.
- b. E&I Not a Party to Litigation. Supplier agrees that if litigation arises between Supplier and any Member, including as related to a breach of any Member-Specific Agreement or other agreement between Supplier and Member, Supplier shall not make or name E&I, its agents, or employees a party to that litigation. A violation of this provision by Supplier shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, agents, employees, and assigns from and against all costs, demands, expenses, and losses associated with such litigation, including reasonable legal and attorney fees.

XI. Governing Law

- a. Between Member and Supplier. For disputes between the Member and Supplier, this Agreement and any Member-Specific Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with and pursuant to the internal laws of the state in which the Member resides, without regard to choice of law rules, and the venue of any action shall lie in such state.
- b. Between E&I and Supplier. This Agreement and all claims or defenses based on, arising out of, or related to this Agreement, including without limitation those arising from or related to the negotiation, execution, performance, or breach

of this Agreement, whether in contract, tort, law, equity, or otherwise, shall be governed by, construed, interpreted, and enforced solely in accordance with and pursuant to the internal laws of the State of New York, without regard to choice of law rules. Further, the Parties: i) Agree that litigation initiated by either party concerning the interpretation or implementation of this Agreement shall exclusively be brought and litigated in a state or federal court of competent jurisdiction in New York; ii) Consent to the personal jurisdiction of such courts; and iii) Waive any defense of forum non conveniens.

XII. Indemnification of E&I and Member

- a. [NEGOTIATED] Indemnification of E&I. E&I shall not be responsible for Supplier's performance under this Agreement. Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, , employees, and assigns, from and against all causes of action, lawsuits, demands, costs, losses, damages, claims (including from claims or amounts arising or recovered under the "Worker's Compensation Law"), liens, and expenses (including costs of defense, settlement, and reasonable attorney's fees), arising out of or connected with Supplier's, including its employees, agents, and subcontractors, performance under this Agreement, including as related to any act or omission in the performance of Services or work, Products purchased, or resulting from property damage or injuries, including death, incurred by or to any third party, E&I, or the Member, including E&I and Member's officers, agents, servants, and employees, whether by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any Products or Services furnished hereunder or otherwise, and any act of misconduct or negligence by Supplier or its employees, agents, or subcontractors, excepting only such liability as may result solely from the acts of negligence of E&I or its employees. Supplier, at the request of E&I, shall undertake to participate fully in the defense of E&I against any and all suits and to investigate and participate fully in the defense E&I against any and all claims, whether justified or not, if such claim or suit is commenced against E&I or its respective officers, servants, and/or employees. Supplier shall not have the authority to enter into any settlement agreement on behalf of E&I, or to otherwise bind E&I in any way, without the express written authorization of the appropriate officer or designated official of E&I. This indemnity shall survive termination of this Agreement.
- b. [NEGOTIATED] Indemnification of Member. Supplier agrees to indemnify, defend, and hold harmless Member, including its officers, employees, and assigns, from and against all causes of action, lawsuits, demands, costs, losses, damages, claims (including from claims or amounts arising or recovered under the "Worker's Compensation Law"), liens, and expenses (including costs of defense, settlement, and reasonable attorney's fees) arising out of or connected with Supplier's, including its employees, agents, and subcontractors, performance under this Agreement, including as related to any act or omission in the performance of Services or work, Products purchased, or resulting from property damage or injuries, including death, incurred by or to any third party, the Member or its officers, agents, servants, and employees, whether by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any Products or Services furnished hereunder or otherwise, and any act of misconduct or negligence by Supplier or its employees, agents, or subcontractors, excepting only such liability as may result solely from the acts of negligence of Member or its employees. Supplier, at the request of Member, shall undertake to participate fully in the defense of Member against any and all suits and to investigate and participate fully in the defense Member against any and all claims, whether justified or not, if such claim or suit is commenced against Member or its respective officers, servants, and employees. Supplier shall not have the authority to enter into any settlement agreement on behalf of Member, or to otherwise bind Member in any way, without the express written authorization of the appropriate officer or designated official of Member. This indemnity shall survive termination of this Agreement.

XIII. Compliance with Member Policies and Requests

- a. Supplier, including its employees and subcontractors, shall conduct themselves in a businesslike and professional manner and comply with all applicable Member requests, policies, and rules pertaining to their presence, behavior, and conduct while on Member's campus, as well as Member owned, controlled, or leased property (including all land and buildings), including with respect to the prohibition, use, or possession of alcohol, tobacco, controlled substances, and other drugs; the possession, display, use, or storage of any weapon, explosive device, fireworks, or other item or substance prohibited pursuant to Member's policies or law; and other policies related to campus safety, including the wearing of an identification badge and other security practices or procedures. If requested by Member, Supplier shall have all applicable Supplier personnel execute acknowledgement of Member's conduct expectations as related to their work, behavior, and/or presence at Member's institution and its premises, as well as other applicable policies. The Member reserves the right to immediately remove from their premises, and to request the removal or replacement of, any of Supplier's employees and/or

subcontractors who violate its policies, rules, or other instructions at any time. In addition, E&I and the Member reserve the right to request a copy of the Supplier's Drug Free Workplace Policy.

- b. Supplier agrees to notify all persons or entities who are employees, agents, officers, subcontractors, consultants, guests, invitees, or licensees of Supplier ("Supplier Notification Parties") of the responsibilities and restrictions contained in this Section, and Supplier agrees to include a similar provision indicating the same in any contract with a subcontractor related to the performance of this Agreement. Supplier further agrees to enforce this requirement against all Supplier Notification Parties.
- c. At any time during the term of the Agreement, a Member may require Supplier to provide a complete dossier, or other information as may be requested by Member, of each employee who has been given an assignment at a Member institution so that Member can ensure compliance with applicable public safety or other policies related to those present on its campus or property or performing Services under this Agreement.

XIV. Protection of Member's Property

- a. The Supplier shall take care not to damage the premises or the property of others, including that of any Member, and in case such damage occurs as the result of Supplier's, and/or any of Supplier's subcontractors, operations or performance, including the Services, under this Agreement, Supplier shall make appropriate, reasonable restitution. If the Supplier fails to pay for damage, in addition to any legal remedies available, the amount of such damage may be deducted from any remaining balance due to the Supplier and/or Member may delay payment on any outstanding balances until a resolution has been reached regarding such damage.

XV. Member Alignment Process

- a. When an E&I Member chooses to align to the Agreement, the Member will complete E&I's online form indicating their desire to purchase Products and/or Services offered under this Agreement ("Alignment Authorization Form"; this form may be referred to as a "Statement of Intent" when a scope/statement of work ("SOW") or Member-Specific Agreement is required or when a Member desires to align to the Agreement but such alignment may require further support, additional terms and conditions, or other information gathered before a purchase takes place.). The content and format of the Alignment Authorization Form/Statement of Intent is at the sole discretion of E&I in collaboration with the Supplier. At a minimum, the Alignment Authorization Form/Statement of Intent will contain the following fields: First Name, Last Name, Title, Institution Name, Department, Primary Role, Phone, E-mail, and Supplier.
- b. The Alignment Authorization Form/Statement of Intent shall supersede any previous Member declaration for the purchase of Products and Services, unless otherwise specified, and will remain in effect during the term of this Agreement, including any Renewal Terms and extensions. Supplier shall provide to E&I, and maintain, an email address and point of contact for the receipt of the Alignment Authorization Forms/Statements of Intent.
- c. With respect to a Statement of Intent, Supplier shall contact the Member within three (3) business days of receipt to determine the Member's needs in order to complete alignment to the Agreement and initiate the SOW and/or sign the MSA.
- d. Upon receipt of the Alignment Authorization Form/Statement of Intent, and upon execution of the SOW or MSA if required or as otherwise applicable, Supplier shall:
 - i. Link all relevant Member accounts to the Agreement within seven (7) business days;
 - ii. Attribute all future purchases to Member and E&I whether an existing or new client of Supplier ("Alignment;" the effective date for this action is the date the Member submits the Alignment Form or, as applicable, executes the SOW or MSA);
 - iii. Provide Member a confirmation email message within 24 hours of completed Alignment; and
 - iv. Submit confirmation of completed Alignment to E&I using E&I's Supplier Portal or as otherwise directed by E&I. For the avoidance of doubt, SOW and/or MSA execution or finalization is not required for Alignment to be complete if an SOW and/or MSA is not required or otherwise applicable prior to Member making a purchase or initiating the Services.
- e. Notwithstanding the foregoing, any Members who are existing, previously aligned customers of an incumbent Supplier will automatically be converted from the expiring agreement to which they were aligned to this Agreement without a new Alignment, unless the Member elects to opt out through written notification to E&I and Supplier. Supplier shall also notify the applicable E&I Sourcing Manager upon notification by the Member that the Member does not want to align to the Agreement. The effective date of this automatic conversion shall be the effective date of this Agreement.
- f. In the event the Supplier has a direct agreement ("direct agreement" is defined as an agreement with the Member that is not an E&I agreement) with a Member, the Supplier shall encourage the Member to align to this Agreement at the next renewal or termination of the direct agreement.

- g. Supplier is responsible for working with Member to ensure all accounts, as specified by Member, are linked and aligned to this Agreement. Should Supplier fail to correctly align such accounts, Supplier shall be solely liable for any resulting damages, demands, claims, losses, or expenses incurred by Member, including all such amounts as may result from Member's payment for Services and/or Products at prices higher than they would have been had their account(s) been correctly aligned and/or Member's failure to receive the correct discount pursuant to this Agreement. Supplier agrees to indemnify, defend, and hold harmless E&I, including its officers, agents, and employees, and any other third party to whom E&I might be liable, from and against any and all claims, demands, causes of action, losses, expenses, or judgments, including reasonable attorneys' fees, arising from Supplier's failure to correctly align any Member account, including all accounts of any one Member.

XVI. Data Privacy and Security

[NEGOTIATED] Supplier represents that it does not require or receive any personal data, other data, or student education records (including FERPA protected records) from E&I or any Member in order to perform its obligations under this Agreement. Should Supplier, at any point during the term of this Agreement, receive or otherwise obtain access to any such data or records from E&I or any Member, whether intentionally or inadvertently, the obligations set forth in Sections XVI(a)–(d) shall immediately apply.

- a. **Data Protection.** Supplier agrees that it shall protect the data it receives from or on behalf of E&I and Member at all times in accordance with this Agreement. Supplier shall follow all applicable laws and all relevant publicly posted policies, notices, and statements concerning the collection, use, processing, storage, transfer, and security of information, including personal information, in the conduct of the Services being provided and Products being purchased. Supplier shall provide true and correct copies of all current privacy policies and practices adopted by Supplier in connection with their provision of the Services and sale of Products, as applicable, when requested.
- b. **Compliance with Applicable Law.** Where applicable, Supplier acknowledges and agrees that it has (i) complied with all applicable laws, regulations, and standards related to the protection, privacy, and security of sensitive personal information, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), General Data Protection Regulation (GDPR), the Financial Modernization Act of 1999 as related to financial information, including payment card and financial account numbers; (ii) that Supplier is PCI-DSS compliant, if receiving payment card numbers as per the requirements indicated in the PC Security Standards Council; and (iii) that Supplier has a program in place to identify, detect, and address warning signs of identity theft pursuant to the FACT Act and corresponding "Red Flag Rules." Supplier further agrees that it has complied with any similar federal, state, or foreign law and other laws regarding the disclosure of, and the protection requirements for, data; not violated applicable privacy policies or laws; and taken commercially reasonable steps to protect and maintain the confidential nature of the personal information provided to the Supplier in accordance with its applicable privacy policies and the law.
- c. **FERPA.** Student education records are protected by the federal Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g, 34 C.F.R. § 99.1 et seq. ("FERPA"). Should Supplier receive or have access to any student education records in the performance of its Services or other obligations under this Agreement, Supplier agrees:

 - i. That it shall protect the confidentiality of student education records, including personally identifiable information found in such records, in compliance with FERPA ("FERPA-protected records");
 - ii. That any FERPA-protected records may only be used for the purposes authorized by the Member and within the course and scope of performing Supplier's Services or obligations under this Agreement and any corresponding MSA;
 - iii. That Supplier will not access or make any disclosures of FERPA-protected records, whether provided by Member or obtained on Member's behalf, to third parties without prior notice to and written consent from Member; and
 - iv. That Member may require transparency about how student data obtained or collected under this Agreement is used and/or Supplier's plans for data security, which Supplier agrees it shall have in place based on commercially reasonable and accepted standards, how Supplier will notify Member of any data breach involving FERPA-protected records, and how Supplier will maintain the confidentiality of FERPA-protected records (including personally identifiable information).
- d. In the event of a data breach, Supplier agrees to notify the affected party or parties, including E&I and/or Member as applicable (collectively, the "Affected Parties"), in accordance with any applicable law and regulations governing Supplier's notification requirements, and to cooperate with the Affected Parties with respect to any investigation into the breach, Affected Parties' notification or other subsequent requirements, and as related to any remedial measures.

XVII. Confidentiality

- a. **Confidential Information.** In the course of performing their respective obligations under this Agreement, the Parties acknowledge that each Party and their employees may come into the possession of proprietary or confidential information owned by or in the possession of the other Party (in such a case, the “Receiving Party”). Neither Party will share, disclose, or use any such information for its own benefit or make such information available to any third party, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with either Party, without the written consent of the Party who owns or possesses the proprietary or confidential information (“Disclosing Party”) or unless required by law, regulation, or accounting oversight body in accordance with the process identified in (b) below.
- i. **Definition.** “Confidential Information” means information and data, including hard copy or electronic form, written or oral, which a reasonable person would consider to be confidential in nature based on the circumstances of the disclosure, or based on applicable state and/or federal laws related to the disclosure of such information or data, as well as information designated at the time of disclosure as confidential by the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include any reports or other information required to be provided or reported to E&I pursuant to this Agreement.
- ii. **Exceptions.** Confidential Information does not include information that (1) becomes public through no breach of this Agreement by Receiving Party; (2) Receiving Party lawfully receives from a third party without restriction; (3) Receiving Party develops independently without use of or reference to Disclosing Party’s Confidential Information, as shown by then-contemporaneous records kept in the ordinary course of business, or already had knowledge of prior to disclosure by Disclosing Party; and (4) Disclosing Party gives to any third party without confidentiality limitations. The Parties’ obligations under this section will survive the termination of this Agreement for a period of three (3) years, except as related to trade secrets, which protection shall continue in perpetuity or for so long as such Confidential Information remains a trade secret.
- iii. **Obligations.** The Parties agree that Disclosing Party’s Confidential Information shall not be shared or disclosed, except to those employees of Receiving Party who have a need to know based on the course and scope of their employment with Receiving Party and as related to the performance of this Agreement. The Parties further agree that any Confidential Information provided pursuant to this Agreement shall only be used for the purpose of performing their obligations and responsibilities hereunder and shall be held in confidence and protected with no less than the same degree of care in which each Party protects their own Confidential Information.
- iv. **Response to Legal Process.** In the event the Receiving Party or any of Receiving Party’s representatives is requested, pursuant to subpoena or other lawful demand, or by an accounting oversight body, to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party prompt written notice so that the Disclosing Party may seek a protective order or other legal remedy and/or waive compliance with the provisions of this Agreement. In the event such protective order or other remedy is not obtained, or in the event the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party or the Receiving Party’s representative(s) shall furnish only that portion of the Confidential Information that is legally compelled to be disclosed.

XVIII. [NEGOTIATED] Warranties

- a. Supplier shall provide the Member with OEM or Service Provider warranties, which Member will benefit from as permitted by the OEM or Service Provider for the Products or Services. Supplier is not a party to any such terms between the Member and OEM or Service Provider, and Member shall look solely to the applicable OEM or Service Provider for satisfaction of any and all warranty claims related to the Product or Service.
- b. Supplier warrants that all of the Services to be performed under this Agreement shall be performed in a professional and workmanlike manner and in conformity with industry standards by persons reasonably suited by skill, training, and experience for the type of Services they are assigned to perform, that Supplier owns or has sufficient rights in all Products and Services to be delivered by Supplier, and that any code or software developed or delivered by Supplier under this Agreement will not contain any viruses, worms or other disabling devices or codes.

XIX. Limitation of Liability

- a. Supplier agrees that E&I shall have no liability for any lost profits, loss of revenue, loss of opportunity, loss of use, indirect damages, special damages, consequential damages, incidental damages, punitive damages, or multiple damages arising out of or in connection with this Agreement, regardless of any notice of the possibility of such damages and regardless of whether such liability arises in contract, tort (including negligence), or otherwise.

XX. Insurance, Licenses, and Permits

- a. Requirements if on Member's Premises. If fabrication, construction, installation, Services, or other work is specified to be conducted or performed on Member's premises, Supplier shall maintain in force during the period of such work the following coverages: (i) worker's compensation, as required by the laws of the state of Member; (ii) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (iii) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
- b. General Requirements. Supplier shall be responsible for obtaining and maintaining: (i) all applicable permits and licenses, including any professional licenses that are required to perform the work and/or Services; (ii) other insurance as related to the Services being provided (e.g. professional liability insurance), in amounts not less than industry-standard related to the Services being provided; and (iii) bonding, if applicable, to comply in each instance with all federal, state, municipal, and county laws, as well as the rules and regulations of any applicable city government, bureau, department, or licensing body, and assumes liability for all applicable taxes.
- c. Certificate of Insurance. Supplier shall provide a certificate of insurance naming E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.
- d. Additional Coverage. Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

XXI. Suspension or Debarment

- a. No Suspension or Debarment. Supplier represents and warrants that the Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal, state, or local governmental entity.
- b. Termination for Suspension or Debarment. At any time during the term of this Agreement or any Renewal Term, E&I may, by written notice to the Supplier, immediately terminate the Agreement without penalty if it is determined that the Supplier has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.
- c. Supplier Eligibility. Supplier represents and warrants that the Supplier and its principals are eligible to participate in this Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that Supplier is in compliance with all applicable statutes and rules relating to procurement, and that Supplier is not listed on the federal government's terrorism watch list as described in Executive Order 13224, or any new or subsequent related Order.

XXII. Ability to Perform

- a. Expropriation. Suppliers must notify E&I and Member if, by any existing agreement with any party, its operations, delivery vehicles, and/or personnel can be in any way expropriated or annexed. If such an agreement exists, Supplier must indicate when that agreement or those terms will expire.
- b. Ability to Perform. Supplier must disclose any existing agreement or other obligation that may impact its ability to perform under this Agreement. If requested by E&I or Member, Supplier must submit audited financial statements demonstrating financial capability to provide the goods and/or Services covered by this Agreement.

XXIII. Non-Appropriation of Funds

- a. Many Members are publicly funded institutions, and their ongoing financial obligations are subject to allocation of funds by parties not controlled by the Member. Accordingly, Services may be discontinued, and, if applicable, orders for Products may be cancelled, due to non-appropriation of funds, whether such non-appropriation is of state and/or federal funds. Member is responsible for notifying Supplier, consistent with its policies or other applicable requirements, of any non-appropriation of funds and the subsequent need to discontinue Services or cancel an order.

XXIV. Conflicts of Interest and Non-Solicitation

- a. Conflicts of Interest & Gratuities. Supplier represents and warrants that it has not offered, given, accepted, or promised gratuities, in the form of entertainment, gifts, or other incentives (financial or otherwise) to or from any officer or employee of E&I or any Member to secure this Agreement or to secure favorable treatment with respect to the awarding of this Agreement or any post-award activities, including potential Renewal Terms.

- b. No Contingency Fee. Supplier represents and warrants that it has neither offered nor paid a contingency fee or other financial or similar incentive to any individual, agent, or employee of E&I or Member to secure or influence the decision to award this Agreement to Supplier.
- c. Non-Solicitation. During the term of this Agreement, to include Renewal Terms, neither Party shall solicit for employment or contractor relationship any employee of the other Party who was engaged in or became known to the other because of the performance of this Agreement, provided that the foregoing shall not prohibit offers of engagement which result from general, non-targeted solicitations.

XXV. General Terms and Conditions

- a. Insolvency. In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors or a receiver, E&I may terminate this Agreement without prior notice to Supplier without penalty, and without incurring any liability whatsoever to Supplier.
- b. Assignments. Neither Party shall assign or delegate this Agreement or any of their rights or obligations hereunder, in whole or in part, including by transfer of stock or ownership, without the other Party's prior written consent and an executed agreement between the Parties regarding the same. Any purported assignment or delegation made without the other Party's prior written consent shall be void and of no effect.
- c. Strikes or Lockouts. In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to ensure the satisfactory performance of the Agreement during the time Supplier is unable to perform. Any reasonable costs incurred by E&I and/or any Member as a result of such labor dispute, strike, or lockout shall be reimbursed by the Supplier. The Parties agree, or Supplier shall work with Member, whichever is applicable, to set a reimbursement schedule, or a date by which reimbursement shall be made, within thirty (30) days of the end of any labor dispute, strike, or lockout.
- d. Force Majeure. Neither party shall be held responsible for delays, failures, or any losses related to the performance of the terms of this Agreement where such performance is outside of the performing party's control and the performing party exercised reasonable diligence to prevent such delay, failure, and/or loss. Such delays, failures, or loss may include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, pandemic/epidemic, failure of public regulated utility or governmental statutes or regulations superimposed after the fact, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus Covid-19 pandemic. The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure, and that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences, as well as the length of time the force majeure event is anticipated to last, if such time can be reasonably determined. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event and immediately resume performance of its obligations under this Agreement.
- e. Independent Audit. Members may audit the Supplier's records pertaining to its compliance with the terms of this Agreement, including after the expiration of this Agreement, and Supplier acknowledges and agrees that the period for such audit may be dependent on the laws of the state in which the Member resides and/or the Member institution's policies. The audit will be conducted by Member and/or its designee. Supplier shall provide Member with reasonable access to records related to Supplier's performance under and compliance with the terms of this Agreement. The audit may address any or all of the following areas, as applicable, but may not be limited to: product compliance, pricing, order processing, order fulfillment, delivery records, invoicing, and receipt of payment.
- f. Utilization of Diverse Suppliers. As used in this Agreement, "Diverse Supplier" means a supplier who maintains a valid certification as a minority, women, veteran (including disabled- veteran, service-disabled) or small business enterprise from any of the following organizations: (a) the National Minority Supplier Development Council (NMSDC), (b) the Women's Business Enterprise National Council (WBENC), (c) the US Department of Veteran Affairs, (d) US Small Business Administration, or (e) any third party certification organization approved in advance by E&I members. Supplier agrees to provide Diverse Suppliers with the maximum practicable opportunity to participate in any subcontracts or orders it may award in connection with this Agreement. Supplier, upon request and as agreed by the Parties, will report to E&I

the amount of such purchases on a quarterly basis, or as otherwise reasonably requested by E&I, the level of diverse Supplier participation in support of this Agreement (Tier 2 Reporting) if applicable.

- g. No Waiver and Strict Compliance.** The failure of either Party to exercise its right to terminate for cause due to the other Party's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance. In addition, the failure of either Party to insist in any one or more instances upon the performance of any one or more provisions of the Agreement or to pursue any rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights. The Parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
- h. Agreement Modification.** This Agreement may not be modified unless in writing and signed by E&I and Supplier.
- i. Entire Agreement.** This Agreement, together with any documents incorporated by reference and the attachments included hereto, constitutes the entire agreement between the Parties and supersedes all prior agreements or negotiations, whether written or oral, between the Parties.
- j. Survival of Terms.** The respective obligations of Supplier and E&I that by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.
- k. Severability.** If any provision of this Agreement is declared to be invalid, illegal or unenforceable, such declaration shall not in any way affect the validity or enforceability of any other provision.
- l. Official Member List and Members Utilizing the Agreement.** The E&I Official Member List, which may be updated from time to time, will be sent to the Supplier via an electronic file from E&I's Member Success Team upon execution of this Agreement. In addition, Supplier shall also provide to E&I, upon request, a complete list of all Members currently utilizing, or Members that at any point during the term of the Agreement utilized, this Agreement.
- m. Relationship of the Parties.** The relationship of the Parties is one of independent contractors, and this Agreement does not create a partnership, joint venture, or other relationship (e.g. principal agent).
- n. Notices.** Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier with a copy thereof furnished by email to the recipient's email address set forth below and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Peter Ucovich
Chief Product & Sourcing Officer
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753
pucovich@eandi.org

If to Supplier: Jordan Anderson
Contracts Manager II
DLT Solutions, LLC
2411 Dulles Corner Park, Suite 800
Herndon, VA 20171
(703) 773-9216
jordan.anderson@dlt.com

- o. Signatures.** In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been, and are on the date of this Agreement, duly authorized to execute this Agreement.

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[signature page to follow]

DLT Solutions, LLC

Company



Signature

Jordan Anderson

Name

Vice President, PMO & Operations

Title

2/2/2026

Date

E&I Cooperative Services, Inc.

Company



Signature

Michael Mast

Name

Vice President, Category Management

Title

2/2/2026

Date



Signature

Peter Ucovich

Name

Chief Product & Sourcing Officer

Title

2/2/2026

Date

ATTACHMENT A - PRICING

A1. Refer to Attachment A-1 for a list of Products, Services and contracted rates.

ATTACHMENT B - Services and Products Specific Terms

B1. Supplier Point of Contact for Member

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple Members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm ET).

B2. Orders/Purchases

All terms and conditions of Member's standard terms and conditions for ordering may apply. With each ordering occurrence, it is mutually agreed that the Supplier's notice of acceptance shall create an agreement between the parties thereto containing all pricing, specifications, and terms and conditions of the agreement, to the extent that the terms and conditions are not inconsistent with the Members' terms and conditions or this Agreement.

B3. Invoices and Payment

Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of each Member. The Member placing the order with the Supplier shall alone be liable and responsible for payment for Products and/or Services ordered and will be invoiced direct by the Supplier. Neither E&I nor its other Members shall be liable for the indebtedness of any one Member.

If a Member does not specify payment terms, the default payment term shall be no later than thirty (30) days after receipt of a valid invoice or delivery, whichever is later, and include invoicing at time of billing or delivery completion, whichever is later.

Discounts for prompt payment may be offered to any Member from the date of receipt and acceptance of Products or Services or the invoices, whichever is later. Supplier is encouraged to offer/propose discounts for expedited payment of invoices rendered under this Agreement. Negotiated discounts with Members for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

B4. [INTENTIONALLY OMITTED] Order Fulfillment, Distribution, and Installation Agreements

B5. [INTENTIONALLY OMITTED] Delivery

B6. Third Party Distributors/Subcontractors

If Supplier chooses to subcontract any Services or delivery of the Products under the terms herein, Supplier shall fully warrant prompt performance of the subcontractor in a fully complete, workmanlike manner customary to the trade. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve Supplier of its obligations to make complete timely delivery of Products, supplies, or Services and shall be at no additional cost to the Member.

B7. [INTENTIONALLY OMITTED] Substitutions

B8. Minimum Orders

There shall be no minimum order requirement under which the established discounts will be adjusted.

B9. Supplemental Charges

Supplier shall be required to state, at the time of order or purchase where applicable, all supplemental charges that may be assessed in addition to the pricing for the Products and/or Services provided or any other charges incurred by the Member. If Supplier offers multiple pricing options they shall be specified herein. Notwithstanding the foregoing, Supplier shall not assess any type of transaction/convenience fee for the acceptance of a credit card as a method of payment. Supplemental charges shall not be applied to entire pricing lists or discount tiers and shall not be applied Agreement-wide. Supplemental charges apply to individual orders or purchases only between the Supplier and Member.

B10. [INTENTIONALLY OMITTED] Emergency Purchases

B11. [INTENTIONALLY OMITTED] Storage

B12. [INTENTIONALLY OMITTED] Tracking Lost and Damaged Shipments

B13. [INTENTIONALLY OMITTED] Returns – Defective and Non-Conforming Products or Services & Liability

B14. [INTENTIONALLY OMITTED] Reasons for Return or Credit

B15. [INTENTIONALLY OMITTED] Restocking Policy

B16. [NEGOTIATED] General Warranty

OEM's and Service Provider's standard warranty shall apply to the Products and Services.

Supplier certifies and warrants the professional services provided directly by Supplier under this Agreement will be provided in a competent and professional manner and in accordance with industry standards. This warranty shall be valid for ninety (90) days from performance of the professional services.

B17. [INTENTIONALLY OMITTED] Hazardous Materials and OSHA Communication Standards

B18. [INTENTIONALLY OMITTED] User Manuals

B19. New and Discontinued Products

The Supplier shall, at least thirty (30) days prior to their introduction or discontinuance, notify E&I and the Member of any new or discontinued products. Unless noted otherwise, the discount and pricing established for new products will be better or equal to the pricing structure established as part of this Agreement.

B20. [INTENTIONALLY OMITTED] Replacement Parts

B21. Business Review Meetings

To maintain a partnership between the Member and the Supplier, Members may require business review meetings. These meetings may be held on a quarterly basis, or as agreed to by the Supplier and Member. The business review meeting may include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as requested by Member)
- Order or purchase summary over a specified period of time

B22. [INTENTIONALLY OMITTED] Reporting

B23. [INTENTIONALLY OMITTED] Employee Purchase Program

B24. [INTENTIONALLY OMITTED] Resale

B25. [INTENTIONALLY OMITTED] Samples