

**STATEMENT OF WORK
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
INTERNATIONAL BUSINESS MACHINES CORPORATION
FOR
DELIVERABLES BASED INFORMATION TECHNOLOGY SERVICES (DBITS)
FOR
DEVOPS SOFTWARE CHANGE MANAGEMENT**

This Statement of Work for Deliverables Based Information Technology Services (“DBITS”) for DevOps Software Change Management (“Contract”) is entered into by and between the Texas Comptroller of Public Accounts, an agency of the State of Texas, with offices located at 111 East 17th Street, Austin, Texas 78774 (“CPA”), and International Business Machines Corporation, with offices located at 11501 Burnet Road, Building 904, Austin, Texas 78758 (“Contractor”). CPA and Contractor may be referred to herein individually as Party or collectively as Parties.

I. RECITALS

WHEREAS, on May 19, 2023, CPA issued Price Request No. 304-23-1075MH (“PR 304-23-1075MH”) to Texas Department of Information Resources (“DIR”) vendors engaged in DIR contracts delivering Deliverables Based Information Technology Services in the Technology Upgrade, Migration, and Transformation category;

WHEREAS, on December 11, 2023, Contractor submitted its best and final Offer (“Offer”) in response to PR 304-23-1075MH; and

WHEREAS, the Parties desire to memorialize the negotiated terms and conditions of their agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

II. SERVICES; CONTRACT DOCUMENTS

- 2.1 Contractor shall provide to CPA all Services described in, and in the manner required by, this Contract and the following documents attached hereto (collectively, “Exhibits”) and that are incorporated in and constitute part of this Contract for all purposes as though fully set forth herein:
- Exhibit A: PR 304-23-1075MH
 - Exhibit B: Contractor’s Offer;
 - Exhibit C: DIR Contract No. DIR-CPO-4942; and
 - Exhibit D: Nondisclosure Agreement.
- 2.2 In event of a conflict, inconsistency, or difference between this Contract and any of the Exhibits, the following shall be the order of priority and control:
1. This Contract (without Exhibits).
 2. Exhibit C: DIR Contract No. DIR-CPO-4942.
 3. Exhibit D: Nondisclosure Agreement.
 4. Exhibit A: PR 304-23-1075MH
 5. Exhibit B: Contractor’s Offer.
- 2.3 Capitalized terms used but not defined herein shall have the same meaning as those terms are defined in Exhibit A: PR 304-23-1075MH.

III. PERSONNEL

- 3.1. Contractor shall act as an independent contractor in providing services under this Contract. Contractor’s employees and any of Contractor’s subcontractor’s employees shall not be construed as employees of CPA in providing Services under this Contract. Contractor shall be solely responsible to CPA for all performances of Contractor’s subcontractors, suppliers, business partners and service providers. CPA shall look solely to Contractor for performance of this Contract. Contractor shall be liable for the performance of all obligations under this Contract, and shall not be relieved of the non-performance of any subcontractor.
- 3.2. Should Contractor designate a subcontractor, supplier, business partner or other service provider to perform any of the Services under this Contract, Contractor expressly understands and acknowledges that in entering into such

contract(s) or subcontract(s), CPA is in no manner liable to any service provider of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the Services rendered under all subcontracts or contracts with third parties are rendered in compliance with this Contract.

IV. TERMS AND CONDITIONS

All terms and conditions of Exhibit A: PR 304-23-1075MH to the Contract shall apply except as provided in this Section. The negotiated terms and accepted exceptions to Exhibit A: PR 304-23-1075MH are as follows:

- 4.1 Section I, Part 4.8.6 (Location of CPA Data) is deleted in its entirety and replaced with the following:
4.8.6. Location of CPA Data. Successful Respondent shall implement measures so that CPA Data (i.e., primary and backup) remains, at all times, within the continental United States. Successful Respondent shall receive, process, transmit, and store all CPA Data within the continental United States. Successful Respondent's point of access to CPA Data shall be within the continental United States.
- 4.2 Section I, Part 4.8.13 (Third Party Service Providers) is deleted in its entirety and replaced with the following:
4.8.13. Reserved.
- 4.3 Section I, Part 4.8.14 (Data Security Breach History) is deleted in its entirety and replaced with the following:
4.8.14. Reserved.
- 4.4 Attachment A (Texas Comptroller of Public Accounts Price Request (PR) Standard Terms and Conditions) is modified as follows:
- a. Subsection 2.7 is deleted in its entirety and replaced with the following:
2.7 CPA will receive and Successful Respondent will convey to CPA clear title, ownership and licenses (other than Successful Respondent's IP), whichever is applicable, to all requested items under the Contract
 - b. Subsection 2.8, last sentence only, is deleted in its entirety.
 - c. Section 6 (Acceptance of Product(s)/Service(s)) is deleted in its entirety and replaced with the following:
6. RESERVED.
 - d. Section 25 (Indemnification (General)) is deleted in its entirety and replaced with the following:
25. RESERVED.
 - e. Section 26 (Indemnification (IP)) is deleted in its entirety and replaced with the following:
26. RESERVED.
 - f. Section 28 (Termination for Convenience), last sentence only, is deleted in its entirety.
 - g. Section 30 (Successful Respondent's Nonperformance) is deleted in its entirety and replaced with the following:
30. SUCCESSFUL RESPONDENT'S NONPERFORMANCE: If Successful Respondent fails to comply with any requirement of the Contract, including, but not limited to, those included in this PR, CPA may, after reasonable time to cure is given without successful cure being accomplished, immediately terminate or cancel all or any part of the Contract, and may pursue all rights and remedies against Successful Respondent under the Contract and any applicable law. In addition, CPA will report defaulting Successful Respondent to the Statewide Procurement Division for its possible action against defaulting Successful Respondent.
 - h. Section 31 (Termination Rights and Remedies) is deleted in its entirety and replaced with the following:
31. TERMINATION RIGHTS & REMEDIES: CPA reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to CPA under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs if termination or cancellation is for cause. This right is in addition to any other remedies available to CPA under the Contract or under applicable law. CPA reserves the right to pursue any and all applicable rights and remedies if the Contract is terminated for any reason and CPA expressly waives no such rights or remedies.
 - i. Section 32 (Representations and Warranties Related to Software) is deleted in its entirety and replaced with the following:
32. REPRESENTATIONS AND WARRANTIES RELATED TO SOFTWARE: If any software is provided under the Contract, Successful Respondent represents and warrants each of the following:
 - Successful Respondent has sufficient right, title, and interest in the software to grant the license required by the Contract;
 - if Successful Respondent is a software publisher, Successful Respondent has implemented processes for the protection, detection, remediation, mitigation and timely customer notification of software vulnerabilities associated with its software;

- the software does not infringe upon or constitute a misuse or misappropriation of any patent, trademark, copyright, trade secret or other proprietary right; and
 - the software does not contain any computer code that would disable the software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs”, “time locks”, or “drop dead devices”) or that would permit Successful Respondent to access the software to cause such disablement or impairment (sometimes referred to as a “trap door” or “back door”).
- j. Section 33 (Technology Access Clause) is deleted in its entirety and replaced with the following:
33. RESERVED.
- k. Section 34 (Internal Revenue Service Data) is deleted in its entirety and replaced with the following:
34. RESERVED.
- l. Section 37 (Security Incident Notification) is deleted in its entirety and replaced with the following:
37. SECURITY INCIDENT NOTIFICATION: To the extent applicable to the work performed under the Contract and pursuant to Texas Business and Commerce Code § 521.053, Successful Respondent shall provide notice to CPA’s Project Manager and CPA’s Information Security Officer by emailing security.alerts@cpa.texas.gov as soon as possible following Successful Respondent’s discovery or reasonable belief that sensitive personal information was acquired by an unauthorized person (“Security Incident”). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, but subject to section 521.053(d), Successful Respondent shall provide a written report to CPA’s Information Security Officer detailing the circumstances of the incident, which includes at a minimum:
- a. The type of sensitive personal information involved;
 - b. Who may have obtained the sensitive personal information;
 - c. What steps Successful Respondent has taken or will take to investigate the Security Incident;
 - d. What steps Successful Respondent has taken or will take to mitigate the cause of the Security Incident;
- and
- e. A point of contact for additional information.

Each day thereafter until the investigation is complete, Successful Respondent shall provide CPA’s Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- a. Who is known or suspected to have gained unauthorized access to the sensitive personal information;
 - b. Whether there is any knowledge if the sensitive personal information has been abused or compromised;
 - c. What additional steps Successful Respondent has taken or will take to investigate the Security Incident;
 - d. What steps Successful Respondent has taken or will take to mitigate the cause of the Security Incident;
- and
- e. What corrective action Successful Respondent has taken or will take to prevent future similar unauthorized use or disclosure.

Successful Respondent shall confer with CPA’s Information Security Officer regarding the proper course of the investigation and risk mitigation. CPA reserves the right to conduct an independent investigation of any Security Incident, and should CPA choose to do so, Successful Respondent shall cooperate fully by making resources, personnel, and systems access available to CPA and CPA’s authorized representative(s). Subject to review and approval of CPA’s Information Security Officer, if Successful Respondent is solely responsible for the cause of the Security Incident, at its own cost, Successful Respondent shall provide notice that satisfies the requirements of applicable law to individuals whose sensitive personal information was acquired by an unauthorized person as a result of the Security Incident.

- m. Section 40 (Criminal Background Investigation) is deleted in its entirety and replaced with the following:
40. CRIMINAL BACKGROUND INVESTIGATION. If and only if specifically requested by CPA, prior to an Assigned Personnel commencing Services under the Contract, Successful Respondent shall conduct a criminal background investigation and provide written notice via email to CPA’s Criminal Investigation Division of any Assigned Personnel that have any felony criminal conviction(s). If any information for the Assigned Personnel changes during the contract term, Successful Respondent shall provide written notice via email to CPA’s Criminal Investigation Division no later than three (3) business days after Successful Respondent’s discovery of such changed information that relates to felony criminal conviction(s). Written notice to CPA’s Criminal Investigation Division shall be submitted to cid.analysts@cpa.texas.gov.

Successful Respondent's exercise of due diligence in conducting the criminal background investigation shall include, at a minimum, the following: (1) compliance with Successful Respondent's published policies and procedures for background and criminal conviction checks and (2) a comprehensive search of the public information portion of Texas Department of Public Safety criminal conviction database located at: <https://publicsite.dps.texas.gov/ConvictionNameSearch/>. If Successful Respondent asserts that a search of the Texas Department of Public Safety criminal conviction database is not appropriate for a particular Assigned Personnel, Successful Respondent must provide written notice via email to CPA's Criminal Investigation Division that explains the proposed alternate approach for conducting the criminal background investigation.

For purposes of this clause, "Assigned Personnel" includes, without limitation, all individuals provided by Successful Respondent under the Contract who will or may (1) be assigned as lead or key personnel, (2) provide Services on-site at CPA's premises, or (3) access CPA information resources i.e., the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors. At CPA's written request, Successful Respondent shall replace Assigned Personnel that has any felony criminal conviction(s).

Within five (5) business days of receipt of a written request by CPA's Criminal Investigation Division during the contract term, Successful Respondent shall provide a non-confidential summary of the results of Successful Respondent's criminal background investigation to CPA's Criminal Investigation Division of any Assigned Personnel that have any felony criminal conviction(s).

- n. Section 41 (Warranty of Performance) is deleted in its entirety and replaced with the following:
41. RESERVED.
- o. Section 42 (Property Rights) is deleted in its entirety and replaced with the following:
42. RESERVED.

V. CONTRACT AMOUNTS; PAYMENT

- 5.1 Payments shall be made in accordance with Exhibit C: DIR Contract No. DIR-CPO-4942.
- 5.2 Payments to Contractor under this Contract shall be in accordance with the rates set forth within the Mandatory Price Sheet of Exhibit B: Contractor's Offer. The Parties agree CPA may refuse payments for invoiced items that exceed rates specified on the Mandatory Price Sheet of Exhibit B: Contractor's Offer.
- 5.3 Contractor shall submit payment requests only upon Contractor's completion and CPA's acceptance of invoiced rates attributable to delivery of one or more Written Deliverables.
- 5.4 Prior to authorizing any invoices for payment under this Contract, CPA shall evaluate Contractor's performance against the requirements of this Contract.
- 5.5 CPA shall not pay any amounts for any purpose to Contractor or any other entity, except as expressly provided for in this Contract. CPA reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. CPA may, in its reasonable discretion, require additional documentation to support payment, and Contractor shall respond to any such requests within five (5) days of receipt.
- 5.6 CPA will not reimburse for travel, meals, lodging or other related expenses unless specifically provided for in this Contract. If reimbursement is applicable, CPA shall only be liable for reimbursement of actual expenses. CPA shall not be liable for reimbursement of expenses that (1) were not pre-approved in writing by CPA or (2) exceed the current State of Texas Travel Regulations applicable to state employees.
- 5.7 CPA's payments for authorized Services under this Contract shall be payable solely to Contractor. Contractor shall be solely responsible for all payments to its subcontractors, service providers, suppliers, business partners, financing companies, and similar entities.
- 5.8 Disputes, including but not limited to fees, payments, and default disputes, if any, arising under this Contract shall be resolved in accordance with the dispute resolution process provided in DIR Contract No. DIR-TSO-4236.

VI. TERM; TERMINATION

- 6.1. **Contract Term.** The Contract term commences on the date of the last Party's signature to this Contract ("Effective Date") and shall continue through August 31, 2024 ("Contract Term"). CPA may, in its sole discretion, extend the Contract Term for up to twelve (12) months ("Extended Term"). To exercise the option to extend the Contract Term,

CPA will provide written notice to Contractor; such notice may be by issuance of CPA’s purchase order change notice (“POCN”).

- 6.2. **Excess Obligations Prohibited.** This Contract is subject to termination or cancellation, without penalty to CPA, either in whole or in part, subject to the availability of state funds. In event of a termination or cancellation under this Section, CPA shall not be liable to Contractor for any damages that are caused by or associated with such termination or cancellation, and CPA shall not be required to give prior notice to Contractor for such termination or cancellation.
- 6.3. **Termination for Convenience.** Without limitation on the termination and cancellation provisions within Exhibit B: Contractor’s Offer and this Contract and without penalty whatsoever, CPA may, in its sole discretion, and without penalty to CPA or the State of Texas, terminate this Contract upon thirty (30) calendar days written notice issued to Contractor. In the event of such termination or any other termination of this Contract, CPA’s sole and maximum obligation shall be to authorize payment to Contractor for its invoice for previously authorized Services, performed by Contractor in accordance with all requirements of this Contract, for Services delivered up to the applicable termination date. CPA shall have no obligation to pay for unauthorized Services performed by Contractor after the termination date. This right of CPA to terminate for its convenience is in addition to the other termination provisions within Exhibit B: Contractor’s Offer and under applicable law.
- 6.4. **Survival of Terms.** Notwithstanding the termination or expiration of this Contract, certain provisions regarding confidentiality, CPA Data Safeguard Standards, indemnification, payments, records, dispute resolution, and right to audit shall survive the termination or expiration dates of this Contract.

VII. INDEMNIFICATION

- 7.1 Contractor’s indemnification obligations are as specified in Exhibit C: DIR Contract No. DIR-CPO-4942 and are hereby incorporated into and constitute part of this Contract.
- 7.2 For the avoidance of doubt, CPA shall not indemnify Contractor or any other entity.

VIII. PROJECT DELIVERY; SCHEDULE; LIQUIDATED DAMAGES

- 8.1 Contractor shall deliver all Services in accordance with the provisions and specifications stated in Exhibit B: Contractor’s Offer and the final written Project Plan with project schedule agreed to by the Parties (“Project Plan”).
- 8.2 **Deliverables Schedule.** Table 1 (Written Deliverables) represents the agreed-to listing of progressive-order of completion for Written Deliverables required under this Contract and the not-to-exceed total amount per Written Deliverable to be billed under the Contract.

Table 1: Written Deliverables		
Deliverable Number and Order	Deliverable Description	Not-to-exceed Total Amount
1	Create Inventory Resource List and Architecture in Word and PDF	\$16,400.00
2	Create an Architecture diagram in Microsoft Visio	\$7,175.00
3	Create and document Migrated Subversion Repos with destinations in Word and PDF	\$7,000.00
4	Create and document Gitflow diagrams with associated branch names and strategy diagram for all repos covered in scope (1 Group 20 repos) provided in Word and PDF	\$8,000.00
5	Create and document CPA-internal DevSecOps best practices for the Jenkins test environment in Word and PDF	\$15,000.00
6	Create and document standards for development, promotion and maintenance of code as part of Jenkins test environment in Word and PDF	\$20,000.00
7	Build, identify and document CI/CD system using Jenkins pipeline	\$229,770.00

8	Perform and document gap analysis on current Jenkins pipeline processes causing increased workload with suggested mitigation in Word and PDF	\$23,300.00
9	Create and document potential developer enablement strategies in Word and PDF	\$23,300.00
Not-to-exceed Total Contract Amount		\$349,945.00

- 8.3 **Liquidated Damages.** In event Contractor fails to perform Services or complete Written Deliverables in accordance with the Project Plan, CPA may impose liquidated damages in accordance with Section 8 (Invoices; Payment; Liquidated Damages) of Exhibit B: Contractor’s Offer. In event CPA imposes liquidated damages, charges shall begin accumulating the first day after the scheduled due date applicable to the Written Deliverable and continue through to the actual date of Contractor’s delivery of the Written Deliverable. In event CPA deems liquidated damages are necessary and appropriate, in the sole discretion of CPA the total sum of liquidated damages shall be deducted from the money due or to become due to Contractor. Failure of CPA to impose liquidated damages in any instance of Contractor’s failure to timely complete any Written Deliverable by its applicable due date shall not waive CPA’s right to exercise such remedy in any subsequent instance of Contractor’s failure to timely complete any Written Deliverable by its applicable due date. The foregoing remedy to CPA for Contractor’s failure to complete any Written Deliverable by its applicable due date is non-exclusive, shall not preclude other remedies available to CPA in contract or by law, and shall not be applicable in event of Contractor’s perfected force majeure claim qualified under the provisions of Exhibit B: Contractor’s Offer.

IX. LEGAL NOTICES

Any legal notice relating to this Contract, which is required or permitted to be given under this Contract shall be in writing and shall be addressed to the receiving Party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient’s address specified below. Notice shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address specified below. Registered or certified mail with return receipt requested is not required for copies. Either Party may change its address for notice by written notice to the other Party as herein provided.

1. CPA: Texas Comptroller of Public Accounts
ATTN: Contract Section, Operations and Support Legal Services Division
111 E. 17th Street, Room 201
Austin, Texas 78774
With copy emailed to: contracts@cpa.texas.gov
2. Contractor: IBM Corporation
ATTN: Eric Rice
6303 Barfield Road NE
Sandy Springs, Georgia 30328-4233
With copy emailed to: erice2@us.ibm.com

X. GENERAL

- 10.1. This Contract may be amended only upon written agreement of Contractor and CPA; however, CPA may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Contract, provided such Purchase Order Change Notices incorporate this Contract.
- 10.2. This Contract, attachments, exhibits, and appendices contain the entire agreement between Contractor and CPA relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning the Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties. This Contract shall not be construed against the Party that has prepared the Contract, but instead shall be construed as if all Parties prepared this Contract. This Contract supersedes any “clickwrap,” “shrinkwrap,” or other agreement that may accompany software or services, if any, provided under this Contract. The headings used in this Contract are for references and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms herein.

XI. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective Parties named below. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

In accordance with Section 2157.0685 of the Texas Government Code, this Contract executed between Contractor and Customer is not valid and money may not be paid to Contractor unless the Texas Department of Information Resources approves and executes this Contract.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

INTERNATIONAL BUSINESS MACHINES CORPORATION

DocuSigned by:
Lisa Craven
Signed: _____
Name: 11EA6DEF0EC441E...
Lisa Craven
Title: Deputy Comptroller
Date: 1/24/2024 | 9:33 PM CST

Signed: *Michael McDaid*
Name: Michael McDaid
Title: Partner
Date: January 23, 2024

Approved by:
TEXAS DEPARTMENT OF INFORMATION RESOURCES
SOW ID # 000714

Signed: _____
Name: Lisa Massock
Title: Chief Procurement Officer
Date: _____

EXHIBIT A: PR 304-23-1075MH

Price Request (“PR”) No. 304-23-1075MH issued by CPA on May 19, 2023 is incorporated by reference into the Contract as Exhibit A: PR 304-23-1075MH.

EXHIBIT B: CONTRACTOR'S OFFER

Contractor's Offer submitted December 11, 2023 in response to PR 304-23-1075MH is incorporated by reference into the Contract as Exhibit B: Contractor's Offer.

EXHIBIT C: DIR CONTRACT NO. DIR-CPO-4942

Contractor's DIR Contract No. DIR-CPO-4942 and its Appendices, as applicable, are incorporated by reference into the Contract as Exhibit C: DIR Contract No. DIR-CPO-4942.

EXHIBIT D: NONDISCLOSURE AGREEMENT

This attachment is prepared exclusively for PR# 304-23-1075MH (“solicitation”).

In consideration of Texas Comptroller of Public Accounts (“CPA”) communicating with the undersigned Respondent regarding a potential contract resulting from the referenced solicitation and because of the sensitivity of certain information provided to Respondent, both parties agree that all information regarding CPA or gathered, produced, collected or derived from or related to the potential contract, or provided to Respondent under a resulting contract (“Confidential Information”) must remain confidential subject to release only upon prior written approval of CPA, and more specifically agree as follows:

1. The Confidential Information may be used by Respondent only to assist Respondent in connection with the business relationship contemplated in the solicitation or performance of a contract with CPA resulting from the solicitation.
2. Respondent shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to CPA.
3. Unless otherwise provided in the solicitation or resulting contract, Respondent agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Respondent shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Respondent with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without CPA's prior written approval. Confidential Information and any copies thereof shall be CPA's exclusive property.
5. All Confidential Information made available to Respondent, including copies thereof, must be returned to CPA upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, or (b) request by CPA.
6. The foregoing does not prohibit or limit Respondent's use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation, (b) independently developed by it, (c) acquired by it from a third-party under no obligation of confidentiality to CPA, (d) which is or becomes part of the public domain through no breach by Respondent of this nondisclosure agreement or other contractual obligations to CPA, or (e) approved by CPA in writing for unrestricted disclosure.
7. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Respondent shall provide CPA with prompt notice of any such requirement prior to delivery of the Confidential Information to allow CPA a reasonable opportunity to seek a protective order or equivalent.
8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Respondent and shall survive the expiration or termination of any contract resulting from the solicitation and be a continuing requirement, until such time that Respondent (i) returns or (ii) destroys, with CPA's written agreement, all such Confidential Information.
9. The breach of this nondisclosure agreement by Respondent shall entitle CPA to immediately terminate any contract with Respondent resulting from the solicitation upon written notice to Respondent for such breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Respondent will be responsible for direct damages for which Respondent is legally liable for disclosing CPA's Confidential Information. CPA does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.
10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.



January 23, 2024

Signature of Authorized Representative

Date Signed

Michael McDaid, Partner
Printed Name & Title of Authorized Representative

International Business Machines – IBM Consulting
Entity Name (“Respondent”)