

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Project Beacon COVID-19 LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health & Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): One Main Street, 13 th Floor, Cambridge, MA 02142		Business Mailing Address: One Ashburton Place, 11 th Floor, Boston, MA 02108	
Contract Manager: Brett Cook	Phone: 617-741-7310	Billing Address (if different):	
E-Mail: bcook@beacontesting.com	Fax:	Contract Manager: Elizabeth Larsen	Phone: 857-276-4231
Contractor Vendor Code: VC0001182174		E-Mail: elizabeth.larsen@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
NEW CONTRACT		X CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - §15 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: <u>March 31, 2021</u> Enter Amendment Amount: \$ <u>no change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input checked="" type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions for Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option) The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under §15 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended. <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): <u>\$250,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <input type="checkbox"/> % PPD; Payment issued within 15 days <input type="checkbox"/> % PPD; Payment issued within 20 days <input type="checkbox"/> % PPD; Payment issued within 30 days <input type="checkbox"/> % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is the First Amendment to the emergency contract between EOHHS and Project Beacon Covid-19 LLC ("Project Beacon") for Project Beacon's Scraper Platform Service to assist with searching for available COVID-19 vaccine appointments.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of <u>20</u> a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of <u>20</u> a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, the Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in §01 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Muzammil Mansuri</u> Date: <u>2/11/2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Muzammil Mansuri</u> Print Title: <u>Executive Director</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Katherine Harrell Haney</u> Print Title: <u>Chief Financial Officer</u>	

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Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
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CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Muzammil Mansuri</u> Print Title: <u>Executive Director</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>2-11-2021</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Katherine Harvell Haney</u> Print Title: <u>Chief Financial Officer</u>	

**First Amendment to the
COVID-19 Project Beacon Scraper Platform Services Contract
Between
The Massachusetts Executive Office of Health and Human Services
And
Project Beacon COVID-19 LLC**

This First Amendment (“this First Amendment”) amends that certain COVID-19 Project Beacon Scraper Platform Services Contract entered into by and between the Massachusetts Executive Office of Health and Human Services (“EOHHS”) and Project Beacon COVID-19 LLC (“Provider”, and together with EOHHS, the “Parties”) dated February 1, 2021 for digital services to aid in checking availability of appointments to receive COVID-19 vaccines in the Commonwealth (together with any Attachments or Exhibits thereto, the Standard Terms, and the Standard Contract Form, the “Contract”).

This First Amendment is effective as of the latest signature on the Standard Contract Form for this First Amendment (the “First Amendment Effective Date”).

Capitalized terms, if not otherwise defined in this First Amendment, shall have the same meanings as set forth in the Contract.

WHEREAS, the Parties recently agreed and executed the Contract;

WHEREAS, Section I.1 of the Contract provides that, “*The Platform will initially be made available to EOHHS for use at call centers run by EOHHS Personnel (as defined below) (“Call Centers”).*”;

WHEREAS, Section I.1 of the Contract further provides that, “*The Parties will cooperate in good faith regarding the timing of the rollout of the Platform for the Call Centers and any potential rollout of the Platform to the general public in the Commonwealth (subject to an amendment to this Contract).*”; and

WHEREAS, the Parties wish to amend the Contract to include terms and conditions relating to Provider making the Platform available to the general public in the Commonwealth, as contemplated by Section I.1 of the Contract, and to confirm certain performance and availability obligations of the Platform.

NOW, THEREFORE, in consideration of their mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the Contract, as of the First Amendment Effective Date, as follows:

SECTION I.

1. **Amendments to Section I.2 of the Contract.** From the First Amendment Effective Date and continuing through the end of the Term, the Provider shall provide the Public Services and the Support and Maintenance Services (each as defined below) subject to the terms and conditions of the Contract and this First Amendment and as further described and provided in Sections (g) through (i) below, which are hereby added as additional “Authorized Services” in furtherance of Section I.2 of the Contract. Additionally, Section I.2.c of the Contract is hereby deleted and replaced in its entirety with the following text: ‘Reserved.’

(g) **Public Services.** Subject to the terms and conditions of the Contract, Provider shall provide the following services to EOHHS (collectively, the “Public Services”):

- i. As part of the Public Services, Provider shall make the Platform available to the general public (“Public Users”) for an unlimited number of Public Users in order for such Public Users to be able to input zip code or city/state, as applicable, to check availability of appointments to receive COVID-19 vaccines provided by the Vaccine Providers and appointment times/dates by proximity. Public Users are not Authorized Users.
- ii. For the avoidance of doubt, the Public Services shall not include registration of any Public User for an appointment to receive a COVID-19 vaccine or the request of or receipt from a Public User of any personally identifiable information.
- iii. As part of the Public Services, Provider shall configure the Platform such that it is integrated into or made available via a Commonwealth website (currently Mass.gov or such other Commonwealth site as mutually agreed in writing by the Parties), in accordance with the terms and standards set forth in Exhibit C.
- iv. In connection with each Public User’s use of the Platform, Provider will require each Public User to agree to or otherwise accept Provider’s terms of use and privacy policy, which shall not permit Provider to sell, rent, or publish the data and information, whether in raw or de-identified form, collected from Public Users through the Platform (“Public User Terms”). Notwithstanding anything in the Public User Terms to the contrary, Provider may not use the data and information collected from Public Users through the Platform for marketing purposes (for example, indicating the number of users utilizing the Platform and statistical information regarding use of the Platform) except as approved in advance in writing by EOHHS, provided that if neither written rejection nor approval of such requested use is given by EOHHS within thirty (30) days from Provider’s request such request will be deemed approved by EOHHS. Except as expressly provided for herein, the access to and use of the Platform by a Public User shall be governed by the Public User Terms as between Provider and such Public User(s). EOHHS will not be responsible for Public Users’ compliance with any Public User Terms, the enforceability of any Public User Terms, or for any related applicable laws, rules, and regulations. With respect to EOHHS and the Authorized Users, the terms and conditions of any such Public User Terms are not applicable.

(h) **Platform Support and Maintenance.**

- i. Further to Section I.3.g.1 of the Contract, Provider shall provide Support and

Maintenance for the Platform in connection with its use by the Authorized Users and the Public Users as set forth in Exhibit B (the “Support and Maintenance Services”).

(i) Provider represents and warrants that the Authorized Services will be, throughout the Term, performed in compliance with all applicable federal, state and local laws that may be applicable to Provider’s duties under this Contract, and Provider is and will remain in compliance with any laws of the Commonwealth and other governmental authorities applicable or implicated by the subject matter of this Contract, including, without limitation, the statutes referenced in this Contract. Provider represents and warrants that Provider is, and will remain during the Term, in compliance with all applicable laws of the Commonwealth.

2. Amendment to Section I.3.a of the Contract. The following additional access rights for Public Users are hereby added as the last paragraph of Section I.3.a (Access Grant) of the Contract:

“Subject to the terms and conditions of the Contract, Provider (i) hereby grants EOHHS the right to provide access to the Platform to the Public Users subject to the Public User Terms via a Commonwealth website mutually agreed in writing by the Parties and (ii) will grant the Public Users, pursuant to the Public User Terms, a non-exclusive, non-sublicensable right to access and use the Platform during the Term, solely in connection with receiving the Public Services contemplated by this Contract.”

3. Amendment to Section I.3.e of the Contract. Section I.3.e (Ownership Rights of EOHHS) of the Contract is hereby deleted and replaced in its entirety with the following new Section I.3.e:

“e Ownership Rights of EOHHS. EOHHS will retain all right, title and interest in and to all pre-existing property owned by, assigned to, or developed by it, including all copyright, patent, trade secret, trademark and other intellectual property rights, and EOHHS’s confidential information or data, including but not limited to personal information (the “Commonwealth Data”) or other information relating to its internal operations, any information or data uploaded, input or otherwise transmitted through the Platform by Authorized Users and reports resulting from the Authorized Services (collectively, including the Commonwealth Data, the “Commonwealth Property”). The Commonwealth retains all right, title and interest in and to all derivative works of Commonwealth Property. EOHHS hereby grants to Provider a non-exclusive, royalty-free, fully paid-up, non-sublicensable (except to Provider’s service providers and subcontractors performing services for Provider) revocable license to use, copy, modify, distribute, display, and prepare derivative works of Commonwealth Property only during the Term and only for the purpose of performing Authorized Services and its other obligations under this Contract or required by applicable law. During the Term and strictly for use in ad-hoc reporting requirements requested by EOHHS from time to time, as part of the Authorized Services herein; for Provider’s internal maintenance and improvement of the Platform and related technology and Provider’s other existing products and services; for developing new Provider products and services consistent with Provider’s mission; for marketing purposes (for example, indicating the number of users utilizing the Platform and statistical information regarding use of the Platform) as

approved in advance in writing by EOHHS, provided that if neither written rejection nor approval of such requested use is given by EOHHS within thirty (30) days from Provider's request such request will be deemed approved by EOHHS; and for no other purpose unless mutually agreed by the Parties in writing in advance, EOHHS hereby grants to Provider a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable (except to Provider's service providers and subcontractors performing services for Provider) and revocable license to de-identify the information or data uploaded, input, or otherwise transmitted through the Platform by Authorized Users (the "de-identified data"). Such de-identified data does not constitute Commonwealth Property. However, with respect to the de-identified data, Provider shall not sell, rent, license, publish, redistribute, retransmit or otherwise use such de-identified data without the prior written approval of EOHHS. Provider agrees that it will not: (a) permit any third party, except as expressly set forth in this Contract, to use Commonwealth Property; (b) sell, rent, license or otherwise use the Commonwealth Property in the operation of a service bureau, or for any purpose other than as expressly authorized under this Contract; or (c) allow or cause any information accessed or made available through use of the Commonwealth Property to be published, redistributed or retransmitted or used for any purpose other than as expressly authorized under this Contract or as required by applicable laws, rules, and regulations. Except as provided in this Contract, Provider agrees not to modify the Commonwealth Property in any way, enhance or otherwise create derivative works based upon the Commonwealth Property or reverse engineer, decompile or otherwise attempt to secure the source code for all or any part of the Commonwealth Property, without EOHHS's express prior consent. EOHHS reserves the right to modify or eliminate any portion of the Commonwealth Property in any way at any time, provided Provider is not responsible for any delays in, or its inability to perform, the Authorized Services as a result of such modification or elimination. EOHHS may terminate use of the Commonwealth Property by Provider immediately and without prior notice in the event of the failure of Provider to comply with the security or confidentiality obligations hereunder."

4. **Amendment to Section I.3.g.3 (Provider Disclaimer and Warranties) of the Contract.** Section I.3.g.3 of the Contract is hereby deleted and replaced in its entirety with the following new Section I.3.g.3:

"3. It has the right to permit EOHHS (and the Authorized Users and the Public Users) to access or use the Platform as set forth in this Contract; provided the foregoing representation and warranty is given solely to Provider's knowledge with respect to third party patents, trade secret, copyright, trademark and other intellectual property rights; and"

SECTION II.

- A. The monthly fee for "external use by general public" as set out in Section II.1 of the Contract is hereby deemed applicable by operation of this First Amendment.
- B. No other changes are made to Section II.

SECTION III.

1. Section III.1 of the Contract is hereby deleted and replaced in its entirety with the following new Section III.1:

“The entire agreement between the Parties consists of the following documents in the following order of precedence: (1) the Commonwealth Terms and Conditions for Information Technology Contracts (the “Standard Terms”); (2) the Commonwealth Standard Contract Form (the “Standard Contract Form”); (3) the First Amendment to COVID-19 Project Beacon Scraper Platform Services Contract between the Parties, dated February 1, 2021; and (4) the Contract and any Attachments or Exhibits thereto (collectively, the “Contract”). There are no additional promises or terms other than as contained in the Contract and this First Amendment.”

2. The first sentence of Section III.6 of the Contract is hereby amended and restated as follows:

“The Term of this Contract shall continue until June 30, 2021 unless earlier terminated as set forth herein (the “Term”).”

The last sentence of Section III.6 shall remain unchanged.

3. New Section III.7 is hereby added after Section III.6 of the Contract:

“Further to the Standard Terms, Provider shall provide access and the right to inspect at Provider’s facilities or by another mutually agreed method (e.g., secure screen share), from which the name and identity of any client other than EOHHS to whom the audit pertains may be redacted, provided that (i) such access or inspection by EOHHS does not violate any restriction on disclosure by the third party auditor or other Provider customer, and EOHHS makes no copies of such third party audit report and (ii) Provider shall not be required to provide access or inspection by EOHHS if upon advice of counsel such disclosure would result in the waiver of the attorney client privilege or all other rights to any evidentiary privilege belonging to the Provider. EOHHS may, at no cost, request and obtain any data stored within the Platform at any time during the term of this Contract and for a period of up to three (3) months after the term in a commonly used or mutually agreed-upon file format, subject to the following: (a) EOHHS shall provide two (2) business days’ prior written notice to Provider of any such request and (b) EOHHS’s request must be commercially reasonable with respect to the scope of the request and the time frame required for Provider’s compliance set forth in such request.”

EXHIBIT A

1. The Parties hereby amend the list of Vaccine Providers to be included at a date mutually agreed to in writing by EOHHS and Provider in Exhibit A to the Contract to include the following Vaccine Provider: Color Health.
2. The Parties hereby further amend Exhibit A by including a new paragraph at the end of Exhibit A that reads as follows:

“For clarity, with respect to the addition of any such new Vaccine Providers to Exhibit A and/or a Vaccine Provider’s included date, such writing is not required to be an amendment to this Contract and may be an email between EOHHS and Provider.”

EXHIBIT B

1. Exhibit B, attached hereto, is hereby added to and incorporated into the Contract as Exhibit B to the Contract.

EXHIBIT C

1. Exhibit C, attached hereto, is hereby added to and incorporated into the Contract as Exhibit C to the Contract.

END OF FIRST AMENDMENT; EXHIBITS FOLLOW

EXHIBIT B: Support and Maintenance Services

This Exhibit B (the “Exhibit”) describes the methodology for “Service Levels” to measure how effectively the Platform described in the Contract is made available in furtherance of the Authorized Services. Provider will perform the Support Services defined and set forth herein in a manner consistent with the requirements of the Contract. This Exhibit does not replace or supersede the specific requirements set forth in the Contract.

1. SERVICE LEVEL REQUIREMENTS

- a. **General.** Provider shall provide maintenance and support services (collectively, “Support Services”) for the Platform in accordance with the provisions of this Exhibit. The Support Services are included in the Authorized Services, and Provider shall not assess any additional fees, costs, or charges for such Support Services apart from the fees set forth in Section II of the Contract. Provider shall provide the Platform in accordance with the Service Levels. Provider’s compliance with the Service Levels shall be measured weekly (as set forth in Table 1 below). With respect to those components of the Platform for which a Service Level is not defined, Provider shall provide such components to standards satisfied by well-managed operations performing services similar to such component.

i. Support Service Responsibilities. Provider shall:

- (a) correct all identified Service Errors that adversely affect Platform functionality in accordance with the Requirements (as defined below), including by providing defect repair, programming corrections, and remedial programming;
- (b) provide telephone support to EOHHS (but, for clarity, not Authorized Users or Public Users), which shall be accessed via a number or such other contact information to be made available to EOHHS upon the First Amendment Effective Date and updated from time to time;
- (c) provide online access to technical support bulletins and other user support information and forums (if any), to the full extent Provider makes such resources available to its other customers for services identical to or substantially similar to the Platform; and
- (d) Respond to and Resolve requests for support (“Support Requests”) as specified in this Exhibit.

“Service Error” means any failure of the Platform to be Available, as defined in Section 4(b) below, or otherwise perform in accordance with this Contract and the Platform specifications.

ii. Monitoring and Management. Provider shall continuously monitor and manage the Platform in a manner that meets or exceeds the Requirements set forth in Table 1 (the “Requirements”). Such monitoring and management shall include:

- (a) proactively monitoring on a 24-hour by seven-day basis all Platform functions, servers, firewall, and other components of platform security, including,

without limitation, all Vaccine Provider Data feeds to ensure all available feeds stay intact and functioning (“Linkage”);

(b) if such monitoring identifies, or Provider otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability or other performance Service Level of the Platform, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability and performance Service Level;

(c) if Provider receives knowledge that the Platform function or component is not Available (including by written notice from EOHHS):

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii) if Provider's facility check in accordance with clause (i) above confirms a Platform outage in whole or in part: (A) notifying EOHHS in writing that an outage has occurred, providing such details as may be available, including a Provider trouble ticket number, if appropriate, and time of outage; and (B) diligently working all problems causing and caused by the outage until they are Resolved, as set forth in Section 4; and

(iii) notifying EOHHS that Provider has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

iii. Maintenance. Provider shall continuously maintain the Platform in a manner that meets or exceeds the Requirements. Such maintenance services shall include providing to EOHHS:

(a) all updates, bug fixes, enhancements, new releases, new versions, and other improvements to the Platform, that Provider provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Platform or are ancillary, necessary, or otherwise related to EOHHS's or its users' access to or use of the Platform, so that the Platform operates properly in accordance with this Contract and the applicable Platform specifications.

b. **Measurement.** Provider shall provide, implement, maintain and utilize the necessary measurement and monitoring tools and procedures, including the tools and procedures set forth in the applicable Contract, required to measure and report on Provider's performance of the Platform against the applicable Service Levels set forth in this Exhibit. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the Service Levels. Provider shall provide EOHHS with information about and access to such procedures upon reasonable written request by EOHHS for purposes of verification.

c. **Reporting by Provider.** Provider shall, within five (5) days from its receipt of a written request from EOHHS, provide EOHHS with written reports (each, a “Service Level Report”) with respect to Service Level performance for each or given month (as specified by EOHHS) during the Term. Service Level Reports shall be in such form and have such content as is reasonably required for EOHHS to verify Provider's performance against the Service Levels.

In no event shall the Service Level Report be deemed a substitute for compliance with independent notice requirements specified in the Contract. In the event that there is a Service Level Default (as defined in Section 3), Provider will provide notice to EOHHS as soon as commercially reasonable, including but not limited to the scope and duration of the Service Level Default and information about any impacts upon the Platform.

- d. **Reporting by EOHHS.** In the event that there is a Service Level Default (as defined below), or alleged Service Level Default, EOHHS shall, upon written request, provide Provider with written reports related to EOHHS's connectivity to telecommunications and/or Internet services in relation to the Platform so that Provider may reasonably verify EOHHS's connectivity during the period of time at issue.

2. COOPERATION

In order to meet the Service Levels, Provider may be required to coordinate its efforts with those of Provider's subcontractors (collectively, the "Subcontractors"). With respect to Service Level Defaults (as defined in Section 3) caused by Subcontractors, (i) Provider will provide a single point of contact for the management of the prompt resolution of such Service Level Defaults, and (ii) Provider's failure to meet such Service Levels shall not be excused, and Provider shall remain responsible for the performance of the Platform in accordance with the Service Levels.

3. DEFAULTS

In the event that Provider fails to meet any Service Level during an applicable Measurement Period (each such event, a "Service Level Default"), then Provider shall provide EOHHS a Corrective Action Plan ("CAP") to remedy the Service Level Default within a reasonable timeframe specified by EOHHS, where such CAP shall, prior to implementation by Provider, be approved by EOHHS (such approval not to be unreasonably withheld, conditioned or delayed), and, following approval by EOHHS, executed by Provider. Provider shall provide EOHHS with regular updates regarding the status and its progress relative to the CAP, such updates at a frequency as may be set forth in the CAP.

4. SERVICE LEVEL METRICS

- a. **Metrics.** Service Levels and related Requirements are set forth in Table I below and measured weekly:

TABLE I	
Service Level	Requirement
Availability	Availability \geq 99.0%, as calculated in accordance with Section 4(b)
Linkage Restoration	Low Effort* to restore Linkage: 3 business hours Medium Effort* to restore Linkage: 12 business hours High Effort* to restore Linkage: 48 hours or as otherwise agreed by the Parties *The level of effort shall be as initially assessed by the Parties and may be updated upon notice to EOHHS by Provider based upon further information becoming available relative to the scope of effort required to restore the Linkage by Provider.
Platform Refresh Times	5 minutes average across all Vaccine Providers when the Platform is Available. In the event a Vaccine Provider's refresh time interval is greater than 5 minutes, Provider's Platform Refresh Time with respect to such Vaccine Provider shall be commensurate with that Vaccine Provider's refresh time. In such event, Provider's Contract Manager shall notify EOHHS' Contract Manager in writing (including email).

- b. **Availability Measurement Period and Calculation.** Provider will make the Platform Available, as measured on a 24x7 basis over the course of each month, 99.0% of the time within Provider's "Immediate Control". Provider's "Immediate Control" includes Provider's network services within the Provider data center(s), which extends to, includes, and terminates at the point of public Internet connectivity. Specifically excluded from the definition of "Immediate Control" are the following: (i) equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of the Commonwealth, EOHHS, Authorized Users, and Public Users and network services which allow such parties to access the Platform. These components are controlled by the applicable user and their performance or failure to perform can impair or disrupt their connections to the Internet and the transmission of data; (ii) equipment, data, equipment, data, advertisements, materials, software, hardware, services and/or facilities provided by any Vaccine Provider or any third party vendors or service providers of the Commonwealth, EOHHS, or any Vaccine Provider (including any Linkage issue caused by the foregoing); (iii) acts or omissions of EOHHS, its employees, contractors, agents, representatives, third party vendors or service providers or anyone gaining access to Provider's network at the request of EOHHS (including Authorized Users and Public Users); (iv) issues arising from bugs or other problems in the software, firmware or hardware of third parties; (v) delays or failures due to circumstances beyond Provider's reasonable control that

could not be avoided by its exercise of due care; and (vi) any outage, network unavailability or downtime outside the Provider data center or affecting at least an entire availability zone at Provider's data center(s) The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of minutes in a given calendar month, and "b" is the total number of minutes that the Platform is not Available in a given month. Specifically excluded from (b) in the calculation of the Availability calculation are: (A) unavailability caused by Provider's regularly-scheduled maintenance periods (which periods shall be provided to approved by EOHHS in advance in writing and/or shall be mutually agreed upon by EOHHS and Provider and which shall, in event, occur between hours of 8 p.m. to 8 a.m. EST on calendar days, the "Scheduled Downtime"); (B) reasons of a force majeure event or events which are beyond Provider's Immediate Control; and (C) service interruptions caused by a security threat until such time as the security threat has been eliminated. The term "Available" means the Platform is available for access and use by the users in accordance with the intended Platform functionality and furtherance of the applicable Authorized Services. If the Platform requires emergency maintenance services, Provider will promptly notify EOHHS of the need to perform emergency maintenance services and, where appropriate, advise as to status and time of completion of such emergency maintenance services.

- c. **Problem Resolution Time.** The Service Level for problem resolution time measures the percentage of problems that Provider resolves within the required timeframes, based on problem severity level (as defined below). For purposes of this Service Level, "Resolve" means that the Platform component impacted by the problem has been restored or that Provider has put in place a suitable workaround, reasonably approved by EOHHS, that enables the Platform to be provided as required under the Contract and in accordance with other Service Levels.

Response and Resolution times will be measured from the time Provider receives a Support Request until the respective times Provider has (i) responded to, in the case of response time and (ii) Resolved such Support Request, Provider shall respond to and Resolve all Service Errors within the times provided in this Exhibit based on the severity of the Service Error:

Severity Level	Resolution Time	Definition, includes any Service Error comprising or causing any of the following events or effects:
High	12 hours	<ul style="list-style-type: none"> Comprehensive service failure
Low	2 calendar days, or such other time as mutually agreed by the Parties	<ul style="list-style-type: none"> Minor service failure Ad hoc special handling requests from EOHHS

END OF EXHIBIT B

EXHIBIT C: Mass.gov Integration Requirements

Provider shall link the Platform to the mass.gov site to facilitate the Public Services. Such activities shall be performed in conjunction with EOHHS and the Executive Office of Technology Services and Security (“EOTSS”), the Commonwealth branch responsible for the management of Mass.gov, and shall include, but not limited to the following activities:

As of the First Amendment Effective Date, Provider will create a site which:

- Will be released on a timeline mutually agreed by the Parties’ Contract Managers, which may include phases
- Will be hosted on a Mass.gov subdomain (<https://VaxFinder.mass.gov>)
- Will link back to important mass.gov content, including but not limited to <https://www.mass.gov/covid-19-vaccine>, <https://www.mass.gov/info-details/covid-19-vaccination-locations>
- Is mobile responsive
- Includes a zip code search function and dynamic map view

Provider will ensure web accessibility using a method mutually agreed by the Parties.

Additionally, with respect to all work under this Exhibit C:

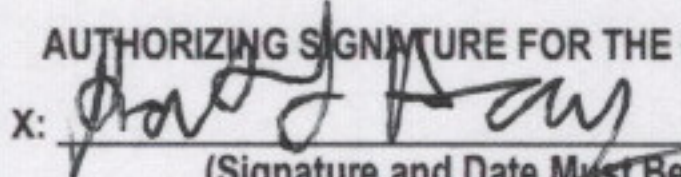
- Provider will use colors, typography, and any other relevant design guidance provided by the design guidelines here to ensure consistency with Mass.gov: [mass.gov/mayflower](https://www.mass.gov/mayflower)
- Provider will include web analytics through Google Tag Manager, to be provided by EOTSS
- If this project needs any standalone pages (pages which are not embedded in the Mass.gov content management system)
 - Work with EOTSS to get a Mass.gov subdomain
 - Use the standard header and footer elements provided in the documentation linked above

END OF EXHIBIT C

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Project Beacon COVID-19 LLC (and d/b/a): Legal Address: (W-9, W-4): One Main Street, 13 th Floor, Cambridge, MA 02142 Contract Manager: Brett Cook E-Mail: bcook@beacontesting.com Contractor Vendor Code: VC0001182174 Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Executive Office of Health & Human Services MMARS Department Code: EHS Business Mailing Address: One Ashburton Place, 11 th Floor, Boston, MA 02108 Billing Address (if different): Contract Manager: Elizabeth Larsen E-Mail: elizabeth.larsen@mass.gov MMARS Doc ID(s): RFR/Procurement or Other ID Number: Emergency Contract
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input checked="" type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input checked="" type="checkbox"/> Commonwealth IT Terms and Conditions	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$250,000.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ____ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) EOHHS is entering into this emergency contract with Project Beacon Covid-19 LLC for their Scraper Platform Service to assist with searching for available COVID-19 vaccine appointments.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>March 31, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Muzammil Mansuri Print Title:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: 2-1-2021 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Katherine Harvell Haney Print Title: Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CIR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/osd-forms>.

CONTRACTOR LEGAL NAME: Project Beacon COVID-19 LLC (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Health & Human Services MMARS Department Code: EHS	
Legal Address: (W-9, W-4): One Main Street, 13 th Floor, Cambridge, MA 02142		Business Mailing Address: One Ashburton Place, 11 th Floor, Boston, MA 02108	
Contract Manager: Brett Cook	Phone: 617-741-7310	Billing Address (if different):	
E-Mail: bcook@beacontesting.com	Fax:	Contract Manager: Elizabeth Larsen	Phone: 857-276-4231
Contractor Vendor Code: VC0001182174	E-Mail: elizabeth.larsen@mass.gov	Fax:	
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for FFT payments.)		MMARS Doc ID(s): RFR/Procurement or Other ID Number: Emergency Contract	
X NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) ___ Statewide Contract (OSD or an OSD-designated Department) ___ Collective Purchase (Attach OSD approval, scope, budget) ___ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) X ___ Emergency Contract (Attach justification for emergency, scope, budget) ___ Contract Employee (Attach Employment Status Form, scope, budget) ___ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or name, and exception justification, scope and budget)		___ CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior to Amendment:</u> ____, 20__ Enter Amendment Amount: \$ ____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) ___ Amendment to Date, Scope or Budget (Attach updated scope and budget) ___ Interim Contract (Attach justification for Interim Contract and updated scope/budget) ___ Contract Employee (Attach any updates to scope or budget) ___ Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this contract and are legally binding: (Check ONE option): ___ Commonwealth Terms and Conditions ___ Commonwealth Terms and Conditions for Human and Social Services ___ Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option). The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to interop for Commonwealth owed debts under 815 CMR 9.00 ___ Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) X ___ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended): \$250,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A) ___ only initial payment (Subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) EOHHS is entering into this emergency contract with Project Beacon Covid-19 LLC for their Scraper Platform Service to assist with searching for available COVID-19 vaccine appointments.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ___ 3. were incurred as of ____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>March 31, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of the Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/1/2021</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Muzammil Mansuri</u> Print Title: <u>EXECUTIVE DIRECTOR</u>		Print Name: <u>Katherine Harvell Haney</u> Print Title: <u>Chief Financial Officer</u>	

COVID-19 Project Beacon Scraper Platform Services Contract
Between
The Massachusetts Executive Office of Health and Human Services
And
Project Beacon COVID-19 LLC

This COVID-19 Project Beacon Scraper Platform Services Contract (the “Contract”) is by and between the Massachusetts Executive Office of Health and Human Services (EOHHS) and Project Beacon COVID-19 LLC (“Provider”), and shall be effective upon the date of the last signature on the Standard Contract Form (the “Effective Date”).

WHEREAS, the Governor of Massachusetts issued a Declaration of a State of Emergency to Respond to COVID-19 in the Commonwealth on March 10, 2020 (the “State of Emergency”);

WHEREAS, EOHHS is an executive office with certain responsibility and authority for responding to the COVID-19 pandemic in the Commonwealth of Massachusetts (the “Commonwealth”);

WHEREAS, the Provider (itself and through its subcontractors) provides digital services to aid in the checking of availability of appointments to receive COVID-19 vaccines in the Commonwealth;

WHEREAS, EOHHS wishes to receive the digital services from the Provider and the Provider wishes to provide these services to EOHHS, in accordance with the terms of this Contract (as defined below);

WHEREAS, this Contract is intended to assist EOHHS with the Commonwealth’s response following the Governor’s Declaration of Emergency; and

NOW THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby severally acknowledged, the parties agree as follows:

SECTION I.

- 1. Start of Services.** The commencement date for services to be provided by Provider hereunder will be the Effective Date. For dates of service commencing on the Effective Date and continuing through the end of the Term (as defined below), the Provider shall provide the services as described in **Section I.2.**, below. The Platform will initially be made available to EOHHS for use at call centers run by EOHHS Personnel (as defined below) (“Call Centers”). The parties will cooperate in good faith regarding the timing of the rollout of the Platform for the Call Centers and any potential rollout of the Platform to the general public in the Commonwealth (subject to an amendment to this Contract).

2. **Authorized Services.** Specifically, the Provider shall provide the following services to EOHHS (collectively, the “Authorized Services”):

- a. Subject to the terms and conditions of the Contract, provide access to Provider’s proprietary user “front end” interface and related technology platform used to check the availability of appointments to receive COVID-19 vaccines in the Commonwealth (the “Platform”) to be used by (1) the employees, contractors, subcontractors, agents, and other personnel of EOHHS and its partner agencies (the “EOHHS Personnel”) and (2) the personnel working at Call Centers and assisting the individuals calling into such Call Centers with researching the availability of COVID-19 vaccine appointments with Vaccine Providers (as defined below) (“Call Center Personnel”, and together with the EOHHS Personnel, the “Authorized Users”), in each case, in order to be able to input zip code or city/state, as applicable, to check availability of appointments to receive COVID-19 vaccines provided by certain third parties in the Commonwealth as may be mutually agreed by EOHHS and Provider from time to time (each, a “Vaccine Provider”). The initial list of Vaccine Providers is set forth on Exhibit A attached hereto. For the avoidance of doubt, the Platform will not contain the functionality to register any individual for an appointment to receive a COVID-19 vaccine. All such registration must be done on the applicable Vaccine Provider’s website or platform. Provider will work promptly with EOHHS to resolve any technical issues that occur in staging or production environments of the Platform. All support matters should be directed to Provider; and
- b. EOHHS understands that the Platform’s functionality is dependent in part on data and information regarding vaccine appointment availability made available by the applicable Vaccine Providers (“Vaccine Provider Data”). Prior to Provider building functionality into the Platform to access or receive Vaccine Provider Data from certain Vaccine Providers (as denoted in Exhibit A attached hereto), EOHHS must obtain permission from the applicable Vaccine Providers for Provider to obtain and make available such Vaccine Provider Data through the Platform.
- c. Provider will use commercially reasonable efforts to provide the Platform in a manner that minimizes errors and interruptions in Authorized Users accessing the Platform.
- d. Provider agrees as follows:
 - (a) **Restriction on Use of the Seal of the Commonwealth.** Provider is not allowed to display the Commonwealth of Massachusetts Seal in its marketing or other business materials because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law, except as expressly approved by EOHHS in writing in advance of such use.
- e. **Transition Obligations.** All Commonwealth Property shall remain the property of the Commonwealth of Massachusetts at Contract termination or expiration. Upon

termination or expiration of this Contract, Provider's rights to use the Commonwealth Property shall cease and, except as otherwise permitted by this Contract or required by applicable laws, rules and regulations, it shall return or destroy such Commonwealth Property in its possession, with confirmation in writing of the same upon written request from EOHHS.

If EOHHS determines in its sole discretion that a documented transition plan is necessary, then Provider and EOHHS shall negotiate in good faith a written transition plan document identifying transition services to be provided. Both parties shall comply with the transition plan document.

- f. Notwithstanding anything to the contrary in this Contract, Provider will not be responsible for providing any services or support of the Call Centers not otherwise specified herein or administering any vaccination or other services or performing any tasks of any Vaccine Providers.

3. Platform Terms.

- a. Access Grant. Subject to the terms and conditions of this Contract, Provider hereby grants to EOHHS (for itself and the Authorized Users) the non-exclusive, non-sublicensable right to access and use the Platform during the Term, solely in connection with receiving the Authorized Services contemplated by this Contract. EOHHS will not make available the Platform to any person or entity other than Authorized Users. EOHHS will be responsible for Authorized Users' compliance with this Contract and applicable laws, rules and regulations.
- b. Restrictions. EOHHS will not, and will use commercially reasonable efforts to ensure that Authorized Users do not, permit or authorize any other third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (b) modify, translate or create derivative works based on the Platform or any portion thereof; (c) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (d) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (e) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or related systems, hardware or networks or any content or technology incorporated in any of the foregoing or made available by Vaccine Providers; (f) remove, obscure or alter any proprietary notices or labels of Provider, its suppliers or other service providers on the Platform; (g) use the Platform or any information contained therein or otherwise provided by Provider or its licensors for the purposes of developing, or having developed, any products or services competitive with the Platform; or (h) otherwise access or use the Platform or any information contained therein or otherwise provided by Provider or its licensors in a manner inconsistent with this Contract or

applicable laws, rules, or regulations.

- c. Feedback. EOHHS may elect from time to time to provide suggestions or comments regarding enhancements or functionality or other feedback to Provider with respect to the Platform or other Provider products and services (“Feedback”). EOHHS hereby grants Provider a royalty-free, fully paid up, worldwide, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, irrevocable license to (a) copy, distribute, transmit, display, perform, and modify and create derivative works of the Feedback, in whole or in part; and (b) use the Feedback and/or any subject matter thereof, in whole or in part, including the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which incorporate, practice or embody, or are configured for use in practicing, the Feedback, in whole or in part. For clarity, the definition of “Feedback” and any associated Provider rights as set forth herein shall not include any Commonwealth Property.
- d. Ownership Rights of Provider. Subject only to the rights expressly granted under this Contract, all rights, title and interest in and to the Platform will remain and belong exclusively to Provider.
- e. Ownership Rights of EOHHS. EOHHS will retain all right, title and interest in and to all pre-existing property owned by, assigned to, or developed by it, including all copyright, patent, trade secret, trademark and other intellectual property rights, and EOHHS’s confidential information or data, including but not limited to personal information (the “Commonwealth Data”) or other information relating to its internal operations, any information or data uploaded, input or otherwise transmitted through the Platform by Authorized Users and reports resulting from the Authorized Services (collectively, including the Commonwealth Data, the “Commonwealth Property”). The Commonwealth retains all right, title and interest in and to all derivative works of Commonwealth Property. EOHHS hereby grants to Provider a non-exclusive, royalty-free, fully paid-up, non-sublicensable (except to Provider’s service providers and subcontractors performing services for Provider) revocable license to use, copy, modify, distribute, display, and prepare derivative works of Commonwealth Property only during the Term and only for the purpose of performing Authorized Services and its other obligations under this Contract or required by applicable law. During the Term and strictly for use in ad-hoc reporting requirements requested by EOHHS from time to time, as part of the Authorized Services herein; for Provider’s internal maintenance and improvement of the Platform and related technology; and for no other purpose unless mutually agreed by the parties in writing, EOHHS hereby grants to Provider a non-exclusive, worldwide, royalty-free, fully paid-up, non-sublicensable (except to Provider’s service providers and subcontractors performing services for Provider) and revocable license to de-identify the information or data uploaded, input, or otherwise transmitted through the Platform by Authorized Users. Such de-identified data does not constitute

Commonwealth Property. However, with respect to the de-identified data, Provider shall not sell, rent, license, publish, redistribute, retransmit or otherwise use such de-identified data without the prior written approval of EOHHS. Provider agrees that it will not: (a) permit any third party, except as expressly set forth in this Contract, to use Commonwealth Property; (b) sell, rent, license or otherwise use the Commonwealth Property in the operation of a service bureau, or for any purpose other than as expressly authorized under this Contract; or (c) allow or cause any information accessed or made available through use of the Commonwealth Property to be published, redistributed or retransmitted or used for any purpose other than as expressly authorized under this Contract or as required by applicable laws, rules, and regulations. Except as provided in this Contract, Provider agrees not to modify the Commonwealth Property in any way, enhance or otherwise create derivative works based upon the Commonwealth Property or reverse engineer, decompile or otherwise attempt to secure the source code for all or any part of the Commonwealth Property, without EOHHS's express prior consent. EOHHS reserves the right to modify or eliminate any portion of the Commonwealth Property in any way at any time, provided Provider is not responsible for any delays in, or its inability to perform, the Authorized Services as a result of such modification or elimination. EOHHS may terminate use of the Commonwealth Property by Provider immediately and without prior notice in the event of the failure of Provider to comply with the security or confidentiality obligations hereunder.

- f. EOHHS Disclaimer and Warranties. EOHHS represents, warrants, and covenants to Provider that:
- i. EOHHS will use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and any information contained therein, and notify Provider promptly of any such unauthorized access or use. EOHHS is responsible for any acts or omissions taken under its or its Authorized Users' Platform credentials, including any breach of this contract or applicable laws, rules and regulations that result therefrom.
 - ii. EOHHS will use, and EOHHS will use commercially reasonable efforts to ensure that Authorized Users use, the Platform only in accordance with the documentation made available by Provider; applicable laws, rules, and regulations; and the terms of this Contract.
 - iii. EOHHS has and will have the rights necessary (A) to provide the Commonwealth Property to Provider and (B) for Provider to fulfill its obligations and exercise its rights with respect to the Commonwealth Property as set forth in this Contract.
 - iv. EOHHS is responsible for all data and information uploaded, input or otherwise transmitted through the Platform by EOHHS and the Authorized Users and will use commercially reasonable efforts to ensure such data and

information is accurate, truthful, and complete.

- v. EOHHS will comply with all laws, rules, and regulations applicable to this Contract.
- vi. EOHHS has or will put in place agreements consistent with this Contract or other similar arrangements with each Vaccine Provider for which it wishes Provider to access and make Vaccine Provider Data available through the Platform, and EOHHS will promptly inform Provider in writing if any such arrangement or agreement is terminated during the Term.
- vii. EXCEPT AS PROVIDED IN THIS CONTRACT, THE COMMONWEALTH PROPERTY IS PROVIDED “AS IS” AND EOHHS FOR ITSELF, ITS AGENCIES AND ANY RELEVANT AUTHORIZED USERS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES CONCERNING THE COMMONWEALTH PROPERTY, COMMONWEALTH DATA OR ANY THIRD PARTY CONTENT TO BE PROVIDED HEREUNDER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR QUALITY OF SERVICES.
- g. Provider Disclaimer and Warranties. EXCEPT AS PROVIDED IN THIS CONTRACT, PROVIDER DISCLAIMS ANY AND ALL WARRANTIES HEREUNDER, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS CONTRACT, EOHHS ACKNOWLEDGES THAT PROVIDER DOES NOT WARRANT THAT THE PLATFORM WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR-FREE FASHION AT ALL TIMES. PROVIDER DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM OR THE AVAILABILITY OR ACCURACY OF ANY VACCINE PROVIDER DATA. EOHHS AGREES THAT PROVIDER WILL HAVE NO LIABILITY TO EOHHS WITH RESPECT TO THE VACCINE PROVIDER DATA. FURTHER, EOHHS AGREES THAT PROVIDER WILL HAVE NO LIABILITY FOR ANY ACTIONS OR INACTIONS OF ANY AUTHORIZED USER OR OTHER THIRD PARTY IN RESPONSE TO OR AS A CONSEQUENCE OF ANY VACCINE PROVIDER DATA OR ABSENCE OF VACCINE PROVIDER DATA. For clarity, and except in connection with the gross negligence, willful misconduct or fraud of the Provider in connection with its provision of the Authorized Services, Provider disclaims any liability for and shall not be responsible or liable for any actions or omissions of EOHHS or the Authorized Users in connection with their respective access or use of the Platform (including any data or information uploaded, input or otherwise transmitted

through the Platform by EOHHS or the Authorized Users) that directly results in a claim against Provider by a third party.

In connection with this performance of the Authorized Services under this Contract, Provider represents and warrants to EOHHS that:

1. The Platform shall operate in material conformance with the discussions of the parties prior to the Effective Date or other specifications for the Platform provided by Provider. After the Effective Date, any material changes to the Platform specifications must be by mutual written agreement of the parties. Provider shall correct any defects in a timely manner and at no charge to EOHHS;
2. Provider will take commercially reasonable efforts to ensure that neither the Platform nor any update or revision thereof will include any virus, Trojan horses, back doors, and other malicious code or mechanism that is designed to delete, disable, interfere with or otherwise harm the Platform (or EOHHS's or any Call Center's hardware, data or other programs) or make it inaccessible to EOHHS once the Platform or such update or revision thereof has been implemented;
3. It has the right to permit EOHHS (and the Authorized Users) to access or use the Platform as set forth in this Contract; provided the foregoing representation and warranty is given solely to Provider's knowledge with respect to third party patents and patent rights; and
4. It will use commercially reasonable efforts to cooperate with any third party providers or users, whether selected by Provider or EOHHS, including but not limited to Vaccine Providers and those third party providers that may be reasonably required of EOHHS in connection with its payment obligations for the Authorized Services, as may reasonably be required in connection with its provision or support of the Authorized Services under this Contract.

4. Subcontractors.

Notwithstanding anything to the contrary in this Contract or any terms and conditions incorporated by reference herein, Provider may fulfill its obligations and exercise its rights under this Contract through its subcontractors. Provider will be responsible for its subcontractors' compliance with the terms and conditions set forth herein. This responsibility also extends to Provider's obligations regarding warranties, maintenance, and support. The hiring of a subcontractor or other third party by Provider or the utilization of a third party Provider's products or services shall not eliminate or reduce Provider's obligations as prime contractor under the Contract. Provider will serve as the prime contractor for each subcontractor that Provider utilizes in its performance under the Contract and shall be responsible for the performance of such subcontractors. Provider shall remain responsible and liable for the acts and omissions of any subcontractor to the same extent as if such acts and omissions were performed or not performed, as the case may be, by Provider, regardless of whether EOHHS has approved Provider's use of any proposed subcontractor, as applicable. Provider shall be responsible for paying the subcontractor and, as applicable, filing appropriate information returns as required by

state and federal laws and regulations. In the event Provider receives a notice of termination from any subcontractor under any subcontract, Provider shall use commercially reasonable efforts to promptly mitigate any damages and/or additional costs that may be incurred by EOHHS as a result of such termination, if it occurs. The termination of any subcontract shall not eliminate or reduce Provider's obligations hereunder.

SECTION II.

1. EOHHS shall pay the Provider the following for the Authorized Services:

- Platform
 - \$10,000 per month for internal use at Call Centers
 - \$15,000 per month for external use by general public, if mutually agreed to in writing by EOHHS and Provider (as part of an amendment to this Contract)
- Vaccine Provider Data
 - No fee for inclusion of first four (4) Vaccine Providers
 - \$2,500 one-time fee for inclusion of each additional Vaccine Provider

Any fees due hereunder shall be prorated for any partial month of service.

All payments under this Contract shall be made in accordance with EOHHS's bill paying policy. (Commonwealth of Massachusetts, Office of the Comptroller, Bill Paying Policy and General Payment Policies, last revised May 19, 2011).

EOHHS will define the format and content of the development and operations invoices for Provider, which at minimum will include date, dates of service, name, encumbrance number and invoice amount, which may be updated from time to time by EOHHS upon notice to Provider. Provider will use best efforts and work cooperatively to submit its invoices for payment in the requested format.

Any changes in costs for existing Authorized Services shall be mutually agreed upon by the parties in writing and set forth in an amendment.

EOHHS is not responsible or obligated for the payment or any costs or expenses described in any invoice which is not received by EOHHS within thirty (30) calendar days of the later of (a) the date on which the invoice was to have been provided by Provider in accordance with the Contract and (b) the date on which the Authorized Services were performed, were accepted by EOHHS or the expenses incurred, as applicable. Any payment made by EOHHS in the amount of any invoice received from Provider shall be declared to be the full and final payment of such amount and for all Authorized Services subject of such invoice. EOHHS shall not be obligated to pay any disputed portions of an invoice, provided that such dispute is timely raised via the issue management process.

The fees for the Authorized Services under this Contract shall not exceed \$250,000 for the Term.

2. All records and information described in this Contract must be made available to EOHHS or its applicable auditor or regulator for examination or copying during reasonable office hours at the Provider's place of business or record depository. Alternatively, the requesting agency may require that Provider submit copies of such records and information. EOHHS may review such records as determined necessary, including but not limited to auditing or inspecting service performed or payments incurred under this Contract.

SECTION III.

1. The entire agreement between the parties consists of the following documents in the following order of precedence: (1) the Commonwealth Terms and Conditions for Information Technology Contracts (the "Standard Terms"); (2) the Commonwealth Standard Contract Form (the "Standard Contract Form"); and (3) this Contract and any Attachments or Exhibits hereto (collectively, the "Contract"). There are no additional promises or terms other than as contained in this Contract.
2. The parties agree to negotiate in good faith to cure any omissions, ambiguities, or manifest errors herein. By mutual agreement, or if such amendment is necessary to comply with applicable laws, the parties may amend this Contract where such amendment does not violate state or federal statutory, regulatory provisions, provided that such amendment is in writing, signed by both parties, and attached hereto.
3. Notices to the parties as to any matter hereunder will be sufficient if given in writing via email to the following addresses (or successors as designated by the parties):

To EOHHS:

Elizabeth Larsen
Director of Strategy
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108
Elizabeth.larsen@mass.gov

With Copy to:
Sharon C. Boyle
General Counsel
Executive Office of Health and Human Services
One Ashburton Place, 11th Floor
Boston, MA 02108
sharon.c.boyle@mass.gov

To the Provider:

Project Beacon COVID-19 LLC
c/o F-Prime Inc.
One Main St., 13th Floor
Cambridge, MA 02142

4. Provider may terminate this Contract in the event of a breach of this Contract by EOHHS that is not cured within thirty (30) days (or ten (10) days in the event of non-payment) after EOHHS receives notice of such breach. If the use of the Platform hereunder has become, or in Provider's opinion is likely to become, the subject of any claim of infringement, Provider must promptly notify EOHHS and must use commercially reasonable efforts, at Provider's option and expense, to (a) procure for EOHHS the right to continue using the Platform as set forth hereunder; (b) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; or (c) substitute an equivalent for the Platform. If options (a)–(c) are not reasonably practicable, as reasonably determined by the parties in good faith, Provider may terminate this Contract upon written notice to EOHHS. For the avoidance of doubt, EOHHS retains all rights to pursue any and all legal or equitable remedies as set forth in the Commonwealth Terms and Conditions for IT Contracts.
5. If any clause or provision of this Contract is in conflict with any state or federal law or regulation that clause or provision shall be null and void and any such invalidity shall not affect the validity of the remainder of this Contract.
6. This Contract shall commence as of the Effective Date and continue until April 30, 2021 unless earlier terminated as set forth herein (the "Term"). This Contract may be extended beyond the end date of the Term, through December 31, 2021, in any time period increment that may be employed by EOHHS, at its sole option, which shall be set forth in an amendment(s) to this Contract signed by both parties (any extensions to the Term shall also be incorporated as part of the definition of "Term").

END OF CONTRACT

EXHIBIT A: Vaccine Providers

Vaccine Providers to be included as of Effective Date

- PrepMod (includes, without limitation, local Boards of Health, and other public health authorities or entities designated by the Commonwealth)
- Curative

Vaccine Providers to be included at a date mutually agreed to in writing by EOHHS and Provider

- Walgreens*
- CVS*
- Topco (<https://www.bigy.com/Pharmacy/covid19-vaccine-faq>)*
- Stop & Shop*
- Hannafords*
- Baystate Health
- Lawrence General Hospital
- UMass Memorial
- Nantucket Cottage Hospital
- Needham Harvard Vanguard Medical Associates – Atrius Health

* Note: Prior to Provider building functionality into the Platform to access or receive any Vaccine Provider Data from these Vaccine Providers, EOHHS must obtain permission from the applicable Vaccine Provider for Provider to obtain and make available such Vaccine Provider Data through the Platform.

END OF EXHIBIT A