

Partnership Agreement

Contract No.: UC-01-79

This Partnership Agreement (the "Agreement") dated as of February 4, 2021 (the "Effective Date"), is by and between **Securly, Inc.**, a corporation with offices located at 111 N Market St. Suite 400, San Jose, CA, 95113 (hereinafter referenced as "Securly"), and the **University of Connecticut**, a constituent unit of the state system of higher education, on behalf of Connecticut Education Network, a Connecticut regional research and education network, with offices located at 55 Farmington Ave, Hartford, Connecticut 06105 (hereinafter referenced as "CEN") (Securly and CEN are hereafter referred to collectively as the "Parties").

Whereas, Securly and National Cooperative Purchasing Alliance ("NCPA") have entered into an Administrative Agreement dated April 2, 2018 ("NCPA Agreement") based upon a Master Agreement entered into by and between Region 14 ESC; Contract Number: 01-79 dated April 2, 2018 which permits Securly to offer those certain IT Security and Data Protection Solutions to members of NCPA;

Whereas, CEN, as a member of NCPA, desires to purchase on behalf of CEN Members as defined in Section 2 below, and upon the receipt of a CEN purchase order, Securly desires to deliver, certain IT Security and Data Protection Solutions subject to the terms and conditions herein. The parties agree that the pricing and service levels in this Agreement are more advantageous to CEN than those in the NCPA Agreement. For the avoidance of doubt, this Agreement shall govern services provided to CEN by Securly hereunder.

1. Term of Agreement

The initial term of this Agreement (the "Term") will be effective upon mutual execution and approval by the Connecticut Office of the Attorney General through June 30, 2023, unless terminated earlier in accordance with section 11 or 12 of this Agreement. CEN shall have the right to extend the Term for all or part of two (2) additional terms of one (1) year each by written notice to Securly and, upon exercising such right, any such additional period shall be considered part of the "Term" for the purposes of this Agreement. At CEN's request, Securly will execute a written amendment to this Agreement to memorialize any such extension. This Agreement and any purchase order issued by CEN prior to the expiration of the NCPA Agreement, shall survive the expiration of said NCPA Agreement. Termination or expiration of this Agreement shall not terminate or otherwise effect any licenses purchased and/or purchase orders issued prior to the effective date of such termination or expiration.

2. Securly's Obligations

2.A. During the Term, Securly will make its cloud-based web filtering solution (the "Securly Anywhere Filter") available to those Connecticut K-12 schools and libraries who have executed a network access service agreement with CEN ("CEN Members") free of charge. The free Securly Anywhere Filter package will include: (1) cloud-based web filtering for an unlimited number of devices; (2) an artificial intelligence system designed to identify online bullying, self-harm, depression, violence, and pornographic images; (3) a built-in alert system; (4) unlimited data retention; and (5) unlimited phone and email technical support.

2.B. Additional products and services may be ordered by CEN on behalf of CEN Members by the issuance of a purchase order in response to a quote at the discounted prices listed in the Pricing Table attached hereto as Appendix A. Upon receipt of the purchase order, Securly will deliver the products and/or services to the CEN Member listed in the purchase order no later than ten (10) days from the date of the purchase order. Upon delivery, Securly may invoice CEN by emailing the invoice to apinvoices@uconn.edu and billing@cteducation.net with the purchase order number, products and/or services listed, and CEN Member information included. Payment of the invoice will become due forty-five (45) days upon receipt by CEN. This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by CEN or its Members. The parties agree that in order for Securly to deliver any product and/or service to the CEN Member, the CEN Member must enter into an end-user license agreement ("EULA") with Securly for said product and/or service. In the event the CEN Member is unwilling to enter into the agreement, Securly will suspend access to the product and/or service and provide a credit memo to CEN for the full amount of the purchase order within sixty (60) days of notification by CEN Member that it is unwilling to enter into the EULA with Securly. For the avoidance of doubt, the Parties expressly acknowledge and agree that CEN is not a party to and shall have no obligation and/or liability in connection with any EULA or other agreement entered into by a CEN Member.

2.C. The total maximum amount payable by CEN under this Agreement shall not exceed **\$1,500,000.00**.

2.D. Securly will pay CEN a five percent (5%) rebate on the total of all CEN Member purchase orders fulfilled directly by Securly or one of its Partners (as defined below) on a quarterly basis. The rebate check shall be remitted to CEN, Attn: Billing, 55 Farmington Avenue, 6th Floor, Hartford, CT 06105.

2.E. If, as of the Effective Date, any CEN Member already has an unexpired license to use any of the Secury products or services listed in the Pricing Table, Secury will provide CEN with a credit based on the amount of time left on the CEN Member's existing license and the original purchase price paid by the CEN Member for the Secury product and/or service. Such credit may only be used to purchase additional Secury products and/or services at the discounted pricing in the Pricing Table for said CEN Member. In all cases, the amount of such credit will be made at Secury's sole discretion but will in each instance be consistent with this Section 2.D.

2.F. Secury Account Team; Quarterly Business Review; Reporting.

- i. Secury shall designate a mutually agreeable account team to oversee the services provided under this Agreement. If changes occur to the account team membership, Secury shall timely notify CEN of such changes.
- ii. Secury will meet with CEN personnel on a quarterly basis during the Term to review Secury's provision of services in connection with this Agreement and gather feedback and recommendations from CEN regarding the services.
- iii. In connection with the quarterly business review, Secury shall provide CEN a report, in an Excel spreadsheet or other mutually agreeable format, that details the number of organizations, licensed users within each organization, that are using Secury products, and total sales including rebates. Additionally, Secury will provide with respect to each CEN Member, and unless the CEN Member otherwise objects, monthly reports of key performance indicators (KPIs) pertaining to each Member's incident and service requests, including new/closed performance issues and a summary of each issue, member contact information, the open and closed date for performance issues, and further actions, if any, required to resolve the issues.

2.G. Secury agrees to adhere to and comply with the requirements of CEN's Confidentiality Agreement attached hereto as Appendix B.

3. CEN's Obligations

No later than sixty (60) days after the Effective Date, CEN will notify CEN Members in writing that the Secury Anywhere Filter is available for free to its CEN Members. Such notification shall also make CEN Members aware of the opportunities under this Agreement, including the additional discounted products and services listed in the Pricing Table.

4. CEN Member Purchases

If CEN Members desire to license products and/or services directly from Secury or one of its authorized Partners (e.g., CDW, SHI, or Whalley Computers), they may do so by issuing their own purchase order to the respective order fulfilling party. If a Secury Partner fails to fulfill an order, Secury agrees that it will fulfill the order directly to the CEN Member. Secury agrees to, and shall cause their Partner to, extend the pricing in this Agreement to the CEN Member. Any purchases made as a result of this Agreement shall be made by the individual participating CEN Member and any resulting contract shall be between the CEN Member and Secury. The parties expressly agree that CEN SHALL NOT HAVE ANY LIABILITY NOR INCUR ANY OBLIGATION OR RESPONSIBILITY FOR THE FAILURE OF THE OTHER TO PERFORM ITS OBLIGATIONS UNDER ANY SUCH PURCHASE ORDER.

5. Interpretation, Enforcement and Forum of Laws

This Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the State of Connecticut without regard to its principles of conflicts of laws.

6. Compliance with Law

Each Party represents that it has complied with and will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof.

7. Assignments

Neither Party shall assign this Agreement or any of its rights or obligations hereunder, without the other Party's prior written consent. Any purported assignment made without the prior written consent of the non-assigning Party shall be void and of no effect.

8. Survivability

The parties' obligations under sections 2.G., 13, 18 and Appendix B will survive the termination or expiration of this Agreement.

9. Taxes

All prices listed in the Pricing Table are exclusive of all taxes. Secury has the duty to collect all taxes in connection with the sale, delivery or use of any products or services included herein from CEN Member, unless CEN Member is tax exempt, at the taxable rate in effect at the time of invoicing.

10. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by the Parties, in writing, with signatures of authorized representatives of both Parties authorizing said modification, and approval by the CT Office of the Attorney General, if required.

11. Termination for Convenience

Each Party reserves the right to terminate this Agreement for any reason, or no reason at all, at any time, by providing ninety (90) days' prior written notice to the other Party.

12. Termination for Default

In the event a Party breaches this Agreement, the non-breaching Party may terminate this Agreement immediately by delivering written notice to the breaching Party, or if such breach is capable of being cured, the non-breaching Party shall notify the breaching Party in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the breaching Party fail to cure the same within said period, the non-breaching Party shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the breaching Party to confirm the termination.

13. Limitation of Liability

Notwithstanding anything else in this Agreement to the contrary, neither parties' liability to the other on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to this Agreement shall exceed \$100,000 or the insurance in place for such an occurrence as described further in Section 17.3, whichever is greater. Except for damages related to a data breach described further in Section 3 of Appendix B, in no event shall either party be liable to the other for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.

14. Non-Exclusivity

This is not an exclusive agreement. It is expressly understood and agreed by the Parties that (1) Securly may enter into similar agreements with other regional or national research and education networks operating in Connecticut and elsewhere; and (2) CEN may enter into similar arrangements with other suppliers. Securly agrees that it will not offer pricing that is the same or less than the pricing that is contained in this Agreement to non-CEN members in the State of Connecticut.

15. Disputes

The Parties agree that any dispute or claim arising out of or relating to the Agreement shall first be submitted to non-binding mediation as a means to attempt resolution. Mediation shall take place at Hartford, Connecticut. If, after good faith efforts, the Parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the Parties of a request for mediation, then the Parties may, subject to Section 20.2, pursue other remedies available to them.

16. Reserved.

17. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to CEN:

Gregory Daniels, Director of Contracting and Compliance

Gegory.daniels@uconn.edu

3 Discovery Drive, U-6076 Storrs, CT 06269

If to Securly:

Securly Contracts

billing@securly.com 855-SECURLY

5600 77 Center Drive, Ste 350, Charlotte, NC 28217

18. State of Connecticut Required Terms and Conditions.

For purposes of this Section 18, "Contractor" means Securly and "University" means CEN.

- 18.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 18.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 18.3. **Insurance.** The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

- (a) Commercial General Liability
- | | |
|------------------------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Products/Completed Operations | \$1,000,000 |
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. General Aggregate | \$2,000,000 |
| 5. Fire Legal Liability | \$ 100,000 |

Umbrella Liability – Each Occurrence \$1,000,000

- (b) Technology Professional Liability (Errors and Omissions) Insurance with limits not less than \$2,000,000 /occurrence annually. Coverage shall be sufficiently broad to respond to the duties and obligations in this agreement and shall include, but not be limited to, network security and privacy, release of private information, information theft, damage to or destruction of electronic information, alteration of electronic information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as monitoring expenses. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
- (c) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- (d) Workers' Compensation and Employer's Liability: As required under state law.
- (e) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement. Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days' notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the University and shall be primary.

- 18.4. **Indemnification.** The Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any

- intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.
- 18.5 **Sovereign Immunity.** The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.
- 18.6 **Reserved.**
- 18.7 **Non-discrimination.** References in this section to "Contract" shall mean this Agreement.

(a) For purposes of this Section, the following terms are defined as follows: (1) "Commission" means the Commission on Human Rights and Opportunities; (2) "Contract" and "contract" include any extension or modification of the Contract or contract; (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat§ 32-9n; and (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. §1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f, and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts,

concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

18.8 **Vendor Code of Conduct.** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.

Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices.

- 18.9. **State Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.
- 18.10. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Appendix C.
- 18.11. **Force Majeure.** If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement. This section does not excuse the Contractor's obligation to take reasonable steps to follow its normal disaster recovery procedures.
- 18.12. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.
- 18.13. **Entire Agreement and Amendment.** This Agreement (including the appendices hereto) is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The parties agree that they have specifically negotiated the terms of this Agreement and that the provisions of this Agreement shall govern and control over any inconsistent provision set forth in any terms of use, terms of service, terms and conditions, click-through or shrinkwrap provisions, even if accepted by a University end user, absent specific written agreement of the parties to the contrary. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same. This Agreement or Amendment (as the case may be) may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. Execution of a facsimile or PDF copy shall have the same force and effect as execution of an original.
- 18.14. **Background Checks.** The Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Agreement unless that employee, independent contractor or agent has completed a background check and is deemed suitable by vendor for performing such services on a college campus attended and inhabited by students. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under this Agreement on campus: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of the campus community, or (ii) at the request of the University, based on a concern of community or individual safety.
- 18.15. **University Policies.** The Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. Current policies are available at <http://policy.uconn.edu/> and include, without limitation, the University's smoking policy available at <http://policy.uconn.edu/2011/06/02/smoking/>. In the event the University establishes new policies or procedures following issuance of this Agreement, or makes modifications to policies or procedures in existence at the time of such issuance, the Contractor shall comply with such new or modified policies or procedures upon written notice.
- 18.16. **Use of University Marks.** Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University's Office of Strategic Partnership. "University mark" is herein defined as all registered marks to the University's name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply

with the University's trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University's Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.

- 18.17 **SOC Reporting.** In the event that Contractor is providing software as a service, Contractor shall submit to University annually the Service Organization Controls (SOC) reports for Contractor known as SOC 1, SOC 2, and SOC 3, if the Contractor has such reports in its possession.
- 18.18 **Accessibility.** Contractor agrees that no University funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides equal and effective access to all individuals in accordance with federal and state laws and regulations, including, but not limited to the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and Section 508 of the 1973 Rehabilitation Act.
- 18.19 **Additional Required Contractor Signature Authority, Affidavits and Certifications.**
 - (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms.
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) and Iran Certification (OPM Form 7) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
 - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: <https://portal.ct.gov/OPM/Fin-PSA/Forms/Nondiscrimination-Certification>

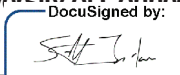
19. Signatures

In witness whereof, the parties have caused this Agreement to be executed by their respective duly authorized officers whose signatures appear below.

For DocuSigned by:

CF468AED9CB2417...
 Signature

Scott Cohn
 Printed Name
 Dated: 2/4/2021

For University of Connecticut DocuSigned by:

132C5C495C82454...
 Signature

Scott A. Jordan
 Printed Name
 Dated: 2/4/2021

AGO Approval (As to Form)

By: Joseph Rubin,  Digitally signed by Joseph Rubin,
 Asst. Dep. A.G. Date: 2021.03.05 14:48:12 -05'00'
 Print Name: _____

Date: _____
 Title: _____

Appendix A – Pricing Table

Product	SKU	1 Year Unit Price (MSRP)	1 Year Unit Price (CEN Member)	1 Year CEN Cost	3 Year Unit Price (MSRP)	3 Year Unit Price (CEN Member)	3 Year CEN Cost	Note/Description
Custom Filter	CSTMFLTR	\$1.00	Free	Free	\$3.00	Free	Free	Does not include Parent Portal feature
Securely Anywhere Filter	SAF-20K-39999	\$3.03	\$2.00	\$1.90	\$6.81	\$4.50	\$4.28	Includes Parent Portal
Securely://24	SEC-20K-39999	\$1.51	\$1.44	\$1.37	\$3.40	\$3.23	\$3.07	Requires Securely Custom or Anywhere Filter
Auditor Plus	AUD-20k-39999	\$1.02	\$0.97	\$0.92	\$2.29	\$2.17	\$2.06	
Auditor://24	A24-20K-39999	\$1.51	\$1.44	\$1.37	\$3.40	\$3.23	\$3.07	Requires Auditor
Tipline://	TIP-20k-39999	\$1.02	\$0.97	\$0.92	\$2.29	\$2.17	\$2.06	
Classroom	CHT-20K-39999	\$2.36	\$2.24	\$2.13	\$5.30	\$5.04	\$4.79	Previously Called ChromeTools
SchoolMDM	MDM-20K-39999	\$3.34	\$3.17	\$3.01	\$7.51	\$7.14	\$6.78	
360 Cloud	CLD360-20K-39999	\$7.30	\$6.94	\$6.59	\$17.53	\$16.65	\$15.82	Includes Securely Anywhere Filter (+Parent Portal), Securely://24, Auditor Plus, Auditor://24, Tipline://, Classroom and SchoolMDM
Safety Cloud + 24	CLDSFT24-20K-39999	\$5.08	\$4.83	\$4.59	\$12.19	\$11.58	\$11.00	Includes Securely Anywhere Filter (+Parent Portal), Securely://24, Auditor Plus, Auditor://24, Tipline://
1:1 Cloud + 24	CLDOTO24-20K-39999	\$5.41	\$5.14	\$4.88	\$12.97	\$12.32	\$11.70	Includes Securely Anywhere Filter (+Parent Portal), Securely://24, Auditor://24, Classroom and SchoolMDM

Pricing Table Assumptions:

- a) Pricing for the products and services listed in the Pricing Table above shall be applicable to all purchases made in accordance with this Agreement.
- b) Prices shall remain fixed for the Term of this Agreement.
- c) Securly agrees that if the pricing in the NCPA Agreement is reduced, the pricing in this Agreement will be reduced by the same margin.
- d) Products offered in the NCPA Agreement will be offered under this Agreement, without amendment, at the same margin discount or lower herein.
- e) Securly agrees that if pricing is presented/extended to a Quilt Participant (<https://www.thequilt.net/about-us/the-quilt-participants/>) at price lower than herein, the pricing in this Agreement will be reduced by the same margin.

Appendix B Confidentiality Specifications

These specifications serve to document agreed upon requirements regarding the duty to safeguard Data and Intellectual Property that is or may become available to Securly in the course of providing products and/or services to and/or on behalf of CEN and CEN Members.

Securly shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of CEN Members, Securly may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Securly, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Securly to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Securly under the terms of this Agreement.

Securly shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CEN Member data received from CEN Member. The security measures shall be compliant with Connecticut law, including but not limited to CT Public Act No. 18-125. These measures shall be extended by contract between Securly to all subcontractors used by Securly who may encounter CEN Member data.

In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Securly will promptly inform CEN Member of such request in writing. Securly shall only retrieve such data or information upon receipt of, and in accordance with, written directions by CEN Member. Securly shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Securly in response to such requests shall be provided to CEN Member. It shall be CEN Member, as applicable, responsibility to respond to requests for data or information received by Securly regarding CEN Member data or information. Should Securly receive a court order or lawfully issued subpoena seeking the release of such data or information, Securly shall provide immediate notification to CEN Member of its receipt of such court order or lawfully issued subpoena and shall promptly provide CEN Member with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.

a.) **CONFIDENTIAL DATA.** The data available to Securly in the course of providing technical support to or on behalf of CEN Member shall be considered Confidential Information, unless CEN Member indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with CEN Member. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards.

b.) Data or information to which Securly may become privy in conducting its work for or on behalf of CEN Member shall not be disclosed or shared with any third party by Securly, except as permitted by the terms of this Agreement or to subcontractor whose services are necessary for Securly to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Securly under this Agreement.

c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through CEN Member, and Securly shall only retrieve such data or information as identified by CEN Member or as otherwise required by federal and/or state law. Securly shall not provide direct access to such data or information or respond to individual requests.

d.) Should Securly receive a court order or lawfully issued subpoena seeking the release of such data or information, Securly shall promptly inform CEN Member of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. BREACH OF CONFIDENTIALITY.

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Securly to perform work for or on behalf of CEN and CEN Members.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Securly agrees to the following:

(1) Securly shall immediately, but no more than 5 business days, notify CEN Member as described in Securly's order confirmation in the event Securly has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Securly shall immediately take such measures as are reasonably necessary, or requested by CEN Member, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").

(2) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Securly or its subcontractors or employees, or from Securly's failure to comply with the terms of this Agreement, Securly shall (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs thereof, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless CEN, CEN Member and the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.

4. **NOTIFICATION.** For the purpose of notification to CEN Member of an actual or potential security breach, Securly must notify the CEN Member contact provided by the CEN Member on their registration form.

5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, shall return and/or destroy all data or information received from CEN Member in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Securly shall not retain copies of any data or information received from CEN Member once Securly has been directed as to how such information shall be returned to CEN Member and/or destroyed. Furthermore, Securly shall ensure that it disposes of any and all data or information received from CEN Member in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Securly destroys the information, Securly shall provide CEN Member with written confirmation of the method and date of destruction of the data.

6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Securly agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Securly by CEN Member to any person other than authorized employees, and those employees or agents of Securly whose use of or access to the Confidential Information is necessary in connection with the work being performed by Securly for or on behalf of CEN Member. Securly further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of CEN Member. Securly shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or subcontractors of Securly having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.

Appendix C

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 7/18

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a

quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i)

an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor,

Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency,

whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.