

OFFICE OF THE STATE COMPTROLLER
BUREAU OF CONTRACTS
GOVERNMENTAL ENTITY REPRESENTATION
CONCERNING COMPLIANCE WITH STATE FINANCE LAW §§139-j AND 139-k

Business Unit (State Agencies): JUS01
Department ID (State Agencies): 1420000
Agency Code (2879-a Authorities):
Agency/Authority Name: NYS Justice Center for the Protection of People with Special Needs
Contractor Name: Extract Solutions LLC
NYS Vendor ID (if applicable): 1100275847
Contract No. or P.O. No.: C000143
Contract Amendment No. (legal amendment number):
SFS Amendment Sequence No. (system assigned):
<p>I am a duly authorized representative of the above governmental entity. To the best of my knowledge, information and belief, pursuant to the requirements of State Finance Law (SFL) §§ 139-j and 139-k, the governmental entity for this procurement has:</p> <ul style="list-style-type: none"> • Issued and complied with its policies and procedures with respect to permissible contacts and any determinations made for violations thereof and has included such policies and procedures as part of the solicitation/bid documents; • Issued policies and procedures in connection with the recording of all “contacts” received during the “restricted period” as those terms are defined under SFL §§ 139-j and 139-k, and is not aware of any “contacts” that were not recorded as required and included in the procurement record submitted to OSC; • Received from all offerors the required (i) disclosure regarding prior findings of non-responsibility for violations of SFL §§ 139-j or 139-k; (ii) written affirmation of understanding and agreement to comply with the governmental entity’s policies and procedures relating to permissible contacts; • If any offerors have disclosed a prior finding of non-responsibility for violations of §§ 139-j or 139-k, I have noted them below: <ul style="list-style-type: none"> • Received from the winning vendor a certification as to the completeness, truth and accuracy of all information provided to the governmental entity and included such documentation in the procurement record submitted to OSC; • Included in the contract a provision authorizing termination if the certification referenced above is found to be intentionally false or intentionally incomplete; • Reviewed the New York State Office of General Services published list of non-responsible and debarred vendors for violations of SFL §§ 139-j and 139-k and considered such information in its determination of responsibility of the proposed vendor; • Except as otherwise indicated, found no knowing and willful violations of the requirements regarding permissible contacts or other provisions of SFL §§ 139-j or 139-k; • If applicable, documented in the procurement record submitted to OSC (i) the basis for finding the proposed vendor in this procurement non-responsible for violations of SFL §§ 139-j or 139-k; (ii) the due process afforded such vendor; and (iii) that such finding was reported to OGS, as required.

Based upon the above information and representations, the governmental entity has determined, for purposes of SFL §§ 139-j and 139-k only, that the proposed vendor for the above identified governmental procurement is:

Responsible Non-responsible

(This responsibility determination by the governmental entity must also be reported on the Vendor Responsibility Profile, if one is required for this transaction.)

- If applicable, documented in the procurement record submitted to OSC the basis for awarding a contract to the proposed vendor notwithstanding the governmental entity's determination that the proposed vendor is non-responsible for violations of SFL §§ 139-j or 139-k.
- Documented in the procurement record submitted to OSC (i) the basis for finding any other offerer in this procurement non-responsible for violations of SFL §§ 139-j or 139-k; (ii) the due process afforded such offerer; and (iii) that such finding was reported to OGS, as required.

Name(s) and Federal Identification number(s) and NYS Vendor ID (if available) of such Offerer(s)

Date: 08/22/2022

Authorized Signatory:



Name (printed or typed): Michele Zeccolo

Title: Director of Finance

Direct Telephone Number (including area code): 518-549-0204

Email Address: michele.zeccolo@justicecenter.ny.gov

Mailing Address: 161 Delaware Avenue, Delmar, NY 12054



Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name Extract Systems, LLC				For covered agency use only Contract number or description	
Contractor's principal place of business 8517 Excelsior Dr., Ste. 400		City Madison	State WI	ZIP code 53717	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN) 39-1925669		Contractor's sales tax ID number (if different from contractor's EIN) \$			
Contractor's telephone number 608 821-6534		Covered agency name NY State Justice Center for the Protection of People with Special Needs			
Covered agency address 161 Delaware Ave., Delmar, NY 12054				Covered agency telephone number 518 549-0377	

I, Troy Burke, hereby affirm, under penalty of perjury, that I am Director of Government Solution

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____ (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 15 day of August, 20 22

Troy D. Burke
(sign before a notary public)

Director of Gov Solutions
(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, Contractor Certification to Covered Agency, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See Need help? for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a covered agency within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a contractor within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a contract within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for commodities or services, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Wisconsin

SS.:

COUNTY OF Waukesha

On the 15 day of August in the year 2022, before me personally appeared Troy D. Burke,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

he resides at 4925 Rolling Meadow Drive New Berlin,

Town of New Berlin,

County of Waukesha,

State of Wisconsin; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

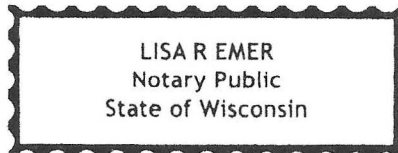
(If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): he is the ... of ... the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): he is a ... of ... the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): he is a duly authorized member of Extract Systems LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public Lisa Emer



Registration No. Ex: 7/27/24/#116765

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Telephone assistance
Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

DOB/Office of the Director of State Operations Approved Request

Agency Code: 1420000

Agency: Justice Center for the Protection of People with Special Needs

Request #: 1420000-33-2019

Request Type: NPS

NPS Type: Contractual Services

Agency Contact: Jeremy Disare - 518-549-0226

Date Submitted to DOB: 12/26/2019

Request Title: Implementing software into JC redactions process

Description: Approval is requested to enter into a multi-year agreement with a vendor to introduce software into the redactions process. Currently, the JC redactions process is highly manual necessitating the hiring of contractual temps. Based on insight from other agencies, the JC now believes that up-to-date software may improve the timeliness of the redactions process and reduce agency reliance on the temp workforce. A vendor has not yet been chosen.

Justification: Maintaining a manual redactions process is costly and perhaps inefficient. Approval is requested to explore the potential for incorporating software based on JC business needs. The structure of the procurement will allow for an initial 'proof of concept' phase before entering into a multi-year commitment. The JC may choose to abandon the procurement if the proof of concept does not materialize.

Status

Date Approved: 01/10/2020

Status: Approved

Agency Head / Designee: Jeremy Disare

Certified as Reviewed by Agency

Head/Designee: Yes

DOB Approver: Peggy O'Shea

Unit: Mental Hygiene Unit

Validated by the Office of the Director of State Operations

Estimated Value

This Request:\$ 120,000.00



New York State
Office of Information Technology Services

ACTION ON PLAN TO PROCURE

Approved

Action Date:	11/12/21
Agency:	Justice Center
Proposal:	PTP from the Justice Center for software to improve the Redactions process. Currently, the agency's redactions process is highly manual and labor intensive. After analyzing the process and researching technical solutions, the JC would like to proceed to purchase software in an effort to streamline the agency's process. Once approved, the JC will be issuing an RFQ using State contract. The results will determine which product we'll be procuring.
PTP Name:	Software to improve Redactions process
PTP Number:	33040
Amount:	\$150,000
Contact:	Tara Howland

Proceed with this Plan to Procure once you have worked out fiscal issues with the Division of Budget.

You are advised to submit a copy of this correspondence, along with any documentation you forward to the Office of the State Comptroller (OSC). Failure to include a copy may cause delay at OSC.

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: Extract Systems, LLC
(legal entity)

By: *Troy D. Burke*
(signature)

Name: Troy D. Burke

Title: Director of Government Solutions

Date: 8-18-22

PROCUREMENT LOBBYING FORM

1. Offerer/ Bidder certifies that it understands and agrees to comply with the procedures of the NYS Justice Center for the Protection of People with Special Needs relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).
2. **CONTRACTOR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**
Pursuant to Procurement Lobbying Law (SFL §139-j)

- (a) Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?
 Yes No

If yes, please answer the following question:

- (b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?
 Yes No

If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
 Yes No

If "Yes", please provide details regarding the finding of non-responsibility:

Governmental Entity: _____
Date of Finding of Non-Responsibility: _____
Basis of Finding of Non-Responsibility (attach additional sheets as necessary)

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
 Yes No

If yes, provide details:

Governmental Entity: _____
Date of Termination or Withholding of Contract: _____
Basis of Termination or Withholding: (add additional pages if necessary)

4. Offerer/ Bidder certifies that all information provided to the Justice Center for the Protection of People with Special Needs, with respect to State Finance Law Section 139-k is complete, true and accurate.

Name of Offerer's Bidder/Company: Extract Systems, LLC

Offerer's Business Address: 8517 Excelsior Drive, Suite 400, Madison, WI 53717

Offerer's signature: Troy D. Burke **Date:** 7/6/2022

I understand that my signature represents that I am signing and responding to all certifications listed above.

Print Name: Troy D. Burke

Title of Person signing this form: Director of Government Solutions

FORM A

**New York State Consultant Services
Contractor's Planned Employment**
From Contract Start Date Through the End of the Contract Term

State Agency Name: Justice Center for Protection of People with Special Needs
 State Agency Department ID: 01160 Agency Business Unit: JUS01
 Contractor Name: Extract Systems, LLC Contract Number: C000143
 Contract Start Date: 09/01/2022 Contract End Date: 08/31/2027

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
IT Project Manager 15-1299.09	1.00	200.00	\$30,499.00
Computer Systems Analysts 15-1211.00	3.00	400.00	\$43,200.00
Computer Systems Engineers 15-1299.08	2.00	120.00	\$21,240.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
Total this Page	6.00	720.00	\$94,939.00
Grand Total	6.00	720.00	\$94,939.00

Name of person who prepared this report: Troy D. Bukre

Title: Director of Government Solutions

Phone #: (608) 821-6534

Preparer's Signature:



Date Prepared: 8.18.22

(Use additional pages, if necessary)

**NON-DISCLOSURE AGREEMENT
BETWEEN
THE NEW YORK STATE JUSTICE CENTER FOR THE PROTECTION OF
PEOPLE WITH SPECIAL NEEDS
AND EXTRACT SOLUTIONS, LLC**

This mutual Non-Disclosure Agreement ("Agreement"), dated as of August 11, 2022 ("Effective Date"), by and between Extract Solutions, LLC ("Extract Solutions"), located at 8517 Excelsior Drive, Suite 400, Madison, WI, 53717, and the New York State Justice Center, located at 161 Delaware Ave., Delmar, NY 12054 ("Justice Center") (both parties hereto collectively referred to as the "Parties" and individually as a "Party").

WHEREAS, Extract Solutions and the Justice Center wish to discuss possible collaborative, strategic, technological, business, integration efforts, and Contract #C000143 between the Parties regarding Redaction Solutions Software (the "Collaboration");

WHEREAS, a Party may request from the other (in such case, the "Recipient") and/or disclose to the other (in such case, the "Disclosing Party") certain business, technical, and other Confidential Information (as defined below) concerning their respective businesses and affairs that is not available to the public;

WHEREAS, the Justice Center is a State agency created by Executive Law Article 20 to enhance the protection of people with special needs served by certain agencies and providers in New York State and to bolster the ability of the state to respond more effectively to the abuse and neglect of such persons;

WHEREAS, the Justice Center is authorized by Executive Law § 553(3) to establish procedures for review of reportable incidents to identify preventive and corrective actions and to develop and implement such actions and plans of improvement, subject to the requirements of any federal oversight agency;

WHEREAS, the Justice Center is authorized by Executive Law § 553(9) to enter into contracts with any person, firm, corporation, municipality, or governmental agency for the performance of functions authorized by law;

WHEREAS, the Justice Center is authorized by Executive Law § 553(20) to do all things necessary to carry out the functions, powers, and duties set forth in Executive Law Article 20;

WHEREAS, the Justice Center desires to enter into an agreement with Extract Solutions in order to obtain Extract Solution's expertise in redaction software to assist the Justice Center in fulfilling its statutory mandates;

WHEREAS, the information to which Extract Solutions requires access for purposes of this Collaboration is protected as confidential pursuant to Social Services Law (SSL) § 496, among other state and federal laws and regulations;

WHEREAS, Extract Solutions is engaged in the examination of records, case files, and other information solely on behalf of the Justice Center, and recognizes that for the sole purpose of this agreement and Collaboration that it stands in the shoes of the Justice Center with regard to access to such information; and

WHEREAS, both Extract Solutions and the Justice Center agree that: (i) the applicable laws relating to confidentiality must be adhered to in connection with the conduct of any redaction project that is conducted; and (ii) the confidentiality of the service recipients, records, and the information obtained therefrom must be safeguarded during this Collaboration.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Justice Center agrees to provide Extract Solutions with access to all records and/or aggregate data that it is lawfully entitled to make available for purposes of this Collaboration, in accordance with the following conditions:
 - (A) Extract Solutions shall abide by all laws regarding the Confidential Information, as defined below, provided to it by the Justice Center;
 - (B) In the event that there is an unauthorized disclosure or loss of such Confidential Information by Extract Solutions or other failure to maintain the confidentiality of service recipient-identifiable information, Extract Solutions shall immediately notify the Justice Center;
 - (C) Extract Solutions acknowledges that the confidentiality provisions of SSL § 496 pertaining to any Confidential Information received from the Justice Center hereunder, shall survive the completion or termination of this agreement and shall be enforceable against it the same as if it were the Justice Center.
2. Definition. "Confidential Information" shall mean any and all information disclosed to, or otherwise acquired or observed by, a Party including its affiliates and their respective directors, officers and employees (all of the foregoing collectively referred to as "Recipient's Representatives"), from the Disclosing Party, relating to the business of the Disclosing Party, including information supplied by the Disclosing Party's clients to Disclosing Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, all sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, data media, know-how, designs, drawings, specifications, source codes, technical information, concepts, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright. The term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of disclosure by Recipient in breach of this Agreement; (ii) was available to Recipient

on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party; (iii) becomes available to Recipient on a non-confidential basis from a source other than Disclosing Party; provided that such source is not bound by a confidentiality agreement with Disclosing Party or is otherwise prohibited from transferring the information to Recipient by a contractual, legal, or fiduciary obligation; or (iv) is independently developed by Recipient without any use of or benefit from the Confidential Information and such independent development can be documented by Recipient with written records.

3. Non-disclosure. In consideration for the receipt of Confidential Information, Recipient shall hold all Confidential Information in confidence and with the same degree of care it uses to keep its own similar information confidential, but in no event shall it use less than a reasonable degree of care; and shall not, without the prior written consent of Disclosing Party, disclose such information to any person or entity for any reason at any time, except as otherwise required by law; provided, however, it is understood that Recipient may disclose any of the Confidential Information to those of the Recipient's Representatives who actually need such material for the purpose of evaluating the proposed Collaboration on the condition that, prior to such disclosure, such Recipient's Representative has been made aware of and agree to abide by the terms of this Agreement.
4. Use. Recipient shall not use any Confidential Information for any reason or purpose other than as necessary in regard to the Collaboration. Recipient agrees to make no other use of the Confidential Information or to incorporate any Confidential Information into any work or product.
5. Ownership. Recipient recognizes that all tangible information relating to Confidential Information, including notes, reports, and other documents prepared by Recipient in connection with the Collaboration, including all copies thereof, are and shall be the sole property of Disclosing Party, and Recipient shall keep the same at all times in its custody and subject to Recipient's control. Nothing contained in this Agreement shall be construed as granting or conferring any rights by express or implied license or otherwise to Recipient in any Confidential Information disclosed by Disclosing Party.
6. Compelled Disclosure. In the event that Recipient or any of Recipient's Representatives is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, it is agreed that Recipient or such Recipient's Representative, as the case may be, will provide Disclosing Party with prompt notice of such request(s) so that Disclosing Party may seek an appropriate protective order or other appropriate remedy and/or waive compliance with the confidentiality provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or Disclosing Party grants a waiver hereunder, Recipient or such Recipient's Representative may furnish that portion (and only that portion) of the Confidential Information which, in the written opinion of Recipient's counsel, Recipient is legally compelled to disclose and will exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished. The written opinion of the Recipient's counsel shall be shared with the Disclosing Party upon written request.
7. Return of Confidential Information. Promptly following the written request of Disclosing

Party, or upon the expiration of the term of this Agreement, Recipient will deliver to Disclosing Party all documents or other materials furnished by Disclosing Party to Recipient constituting Confidential Information, together with all copies thereof, including computer disks in the possession of Recipient. In the event of such request, all other documents or other materials constituting Confidential Information, together with all copies thereof in the possession of Recipient, will be destroyed after prior consultation with the Justice Center with regard to method of disposal with any such destruction confirmed by Recipient in writing to Disclosing Party.

8. Term. The term of this Agreement shall begin as of the Effective Date and end twelve (12) months after the end of Contract # C000143 between the Parties, unless extended in writing and signed by both Parties or terminated by either Party upon thirty days written notice to the other Party. The rights and obligations accruing prior to termination or expiration, as set forth herein, shall, however, survive the termination or expiration of this Agreement and shall extend for a period of: (a) in the case of any Confidential Information that is a "trade secret" under applicable law, the longer of (i) three (3) years from the date of the Receiving Party's receipt of the same; or (ii) so long as such Confidential Information remains a "trade secret" under applicable law; and (b) in the case of any other Confidential Information, two (2) years beyond the termination or expiration of this Agreement.
9. No Warranties. Neither Party makes any representation or warranty as to the accuracy or completeness of the Confidential Information and is providing the Confidential Information "AS-IS." The Parties agree that the Recipient will not use the Confidential Information in any way to the detriment of the Disclosing Party.
10. No Obligation. Neither party shall make any commitment or incur any expense or charge for or in the name of the other Party. Neither has any obligation by virtue of this Agreement to procure any products or services from the other Party or enter into any subsequent form of agreement. Neither execution nor performance of this Agreement shall be construed or deemed to have established any joint venture or partnership or have created the relationship of principal and agent between the Parties.
11. Governing Law. The parties agree as this Agreement relates to the Justice Center's Confidential Information, this Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of laws principles.
12. Amendments. This Agreement may not be and shall not be deemed or construed to have been modified, amended, rescinded, or canceled in whole or in part, except by written instrument signed by both Parties hereto which makes specific reference to this Agreement and which specifies that this Agreement is being modified, amended, rescinded, or canceled.
13. Severability. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.
14. Waivers. No failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future

exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure of a party to comply with any obligation contained in this Agreement may be waived by the party entitled to the benefit thereof only by a written instrument duly executed and delivered by the party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived, or purported to be violated.

15. Entire Agreement; No Assignment. This Agreement contains the entire agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, except for Contract #C000143 between the Parties. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives as of the date and year as herein subscribed.

Extract Systems, LLC

The New York State Justice Center for the
Protection of People with Special Needs

By: Tracy D. Burke

By: [Signature]

Title: Director of Government Solutions

Title: Director of Finance

Date: 8-18-22

Date: 8/22/22