

FORM OF LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES CONTRACT (“Contract”) is made effective as of September 10, 2026 by and between the Attorney General of the State of Utah (“OAG”), 230 State Capitol, Salt Lake City, Utah 84114 and the law firm(s) of Baron & Budd, P.C., 3102 Oak Lawn Ave., Suite 1100, Dallas, TX 75219 (“Lawyers”).

RECITALS

WHEREAS, the OAG is authorized to enforce certain laws directly, and other laws on behalf of officers, agencies, and entities of the State of Utah; and

WHEREAS, the OAG is authorized by Utah Code section 67-5-5 to hire outside counsel on behalf of agencies of the State of Utah; and

WHEREAS, the OAG has cause to believe that Pharmacy Benefit Managers (“PBMs”) have harmed the State of Utah and the general public by facilitating and encouraging the oversupply, prescribing, dispensing, use, abuse, and diversion of dangerously addictive opioids through preferred formulary placement, inadequate utilization controls, marketing, consulting, and other conduct that fueled Utah’s opioids epidemic; and

WHEREAS, the OAG’s designated Procurement Officer has made a separate written determination in accordance with Utah Administrative Rule R105-1-3(7) that the request for proposal procurement process is in the best interest of the State of Utah in light of the resources available to the OAG; and

WHEREAS, the OAG’s designated Procurement Officer has made a separate written determination in accordance with Utah Code section 67-5-33(3) setting forth specific findings that use of a contingent fee contract is cost-effective and in the public interest; and

WHEREAS, the OAG conducted a competitive request for proposal procurement process and issued a Request for Proposals bearing Solicitation # GN27-1 (“RFP”) under Title 63G, Chapter 6a, Part 7 of the Utah Procurement Code, resulting in the selection of the Lawyers; and

WHEREAS, it is in the best interests of the State of Utah to hire the Lawyers on the terms set forth herein to provide professional services, including evaluating and pursuing the PBM Opioid Litigation; and

WHEREAS, the Lawyers desire to furnish said professional services on the terms set forth herein and employ attorneys who are authorized to practice law and who are capable of rendering these services,

NOW THEREFORE, in consideration of the foregoing and the promises set forth herein, the Parties agree as follows:

Part 1. General Terms and Contract Integration

- 1.1 The full Contract between the OAG and the Lawyers consists of all the following materials, which will be given precedence in the following order in the event of a conflict:
 - A. The Utah Code (statutes), including and not limited to section 67-5-33 Contingent fee contracts; subsection 67-5-1(1) General duties; section 67-5-17 Attorney-client Relationship;
 - B. The Utah Administrative Code (administrative rules), including and not limited to R105-1 Attorney General's Selection of Outside Counsel, Expert Witnesses and Other Litigation Support Services;
 - C. Change Orders and Memoranda of Understanding, but only with respect to their explicit terms and scope;
 - D. This Contract document;
 - E. Attachment 1: State of Utah Standard Terms and Conditions for Services;
 - F. Attachment 2: Designation of Litigation Team Members and State Contacts;
 - G. The RFP; and
 - H. The Lawyers' Proposal in response to the RFP, including any Reference Materials or other documents submitted as part of the RFP process.
- 1.2 The Contract must be treated as an integrated contract. This Contract, together with its Attachments and the RFP, constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. This Contract may not be amended except by a Change Order; it may only be terminated in accordance with Part 11.
- 1.3 Terms that are defined in the RFP have the same meaning as in the RFP.
- 1.4 Additional definitions:
 - A. **"Change Order"** means any mutually agreed-upon amendment or alteration to the terms of this Contract after it is signed by both parties that materially alters the rights or responsibilities of either party which is reduced to writing (including emails) and approved by the Lead Counsel on behalf of the Lawyers and the Government Attorney on behalf of the OAG. Any change in the formula for compensation to the Lawyers shall be made using a Change Order. A Memorandum of Understanding is not a Change Order.
 - B. **"OAG Client"** means any State officer, agency, or entity that the OAG represents in addition to the State and the public. Some OAG Clients are authorized to enforce potential causes of action or claims for injunctive or monetary relief as a result of the

unlawful conduct. “OAG Clients” include the Utah Department of Commerce and its subparts.

- C. **“Cost Allocation Formula”** means a formula memorialized with a Memorandum of Understanding, which applies to the allocation of certain costs, expenses, and legal fees between the PBM Opioid Litigation and any Other Client’s Cases, if the Lawyers represent other public clients with respect to claims related to alleged Unlawful Conduct.
- D. **“Covered OAG Client”** means any OAG Client that is identified as an authorized enforcer of a potential cause of action and basis for injunctive or monetary relief. Covered OAG Clients include Utah Department of Commerce and its subparts. Additional Covered OAG Clients must be identified in a Change Order or Memorandum of Understanding.
- E. **“Government Attorney”** means the OAG attorney that is identified on Attachment 2 who has primary responsibility for overseeing and interacting with the Lead Counsel and the Lawyers.
- F. **“Memorandum of Understanding”** means a document reduced to writing (including emails) and approved by the Lead Counsel on behalf of the Lawyers and by the Government Attorney on behalf of the OAG that provides additional detail as to how any party will meet its obligations under this Contract, or that has as its purpose improving communication and streamlining procedures between the Lawyers, the OAG, and any OAG Clients.
- G. **“Multistate Settlement”** means any settlement that the OAG or Covered OAG Client joins which is negotiated by a Multistate Working Group with any PBM with respect to the opioid epidemic.
- H. **“Multistate Working Group”** means any association under a common interest agreement or similar protocol of state attorneys general or other law enforcers from two or more state or federal jurisdictions for the purpose of investigating, litigating, and potentially settling any alleged Unlawful Conduct.
- I. **“Other Client’s Cases”** means investigations or litigation in which the Lawyers represent any other clients with respect to any alleged Unlawful Conduct.
- J. **“Other PBM Opioid Litigation”** means investigations or litigation by other states, local entities, or private parties, related to alleged Unlawful Conduct, where none of the Lawyers are counsel in those other cases.
- K. **“Parties”** mean the OAG on the one hand, and the Lawyers on the other hand. “Approval by the Parties” means written approval (including email) by the Lead Counsel on behalf of the Lawyers and by the Government Attorney on behalf of the OAG.
- L. **“Successful Resolution”** means a judgment, obtained through settlement negotiation or

through trial, that (1) has reached finality and all appeal rights have been exhausted or time to further appeal has run; and (2) the OAG, State, or the Covered OAG Clients that are litigating would be considered the prevailing litigating party. There could be one or more Successful Resolutions under this Contract. For example, in previous opioids litigation, there were successful resolutions with distributors and later successful resolutions against pharmacies.

- M. **“Unlawful Conduct”** means any alleged violations of law that are reasonably related to the PBM Opioid Litigation. Unlawful Conduct includes violations of state and federal constitutional, statutory, common law, or equitable claims.
- N. **“DOJ Matrix”** means the current U.S. Department of Justice Fees Matrix, as revised from time to time, which can be found at <https://www.justice.gov/usao-dc/civil-division>.
- O. The **“Utah Team”** means the Government Attorney, any OAG attorneys and employees designated by the Government Attorney and identified on *Attachment 2*.

Part 2. Client Relationships and Control of the PBM Opioid Litigation

- 2.1 The Lawyers will act as outside counsel and extensions of the OAG. They may serve OAG Clients as, or as though they are, Special Assistant Attorney Generals under the direction of the Government Attorney.
- 2.2 Reserved.
- 2.3 To the extent that the Lawyers act as Special Assistant Attorney Generals for any OAG Client, in accordance with Utah Code section 67-5-5, “the attorney general alone shall have the sole right to hire legal counsel for each such agency.” OAG Clients are not Parties to this Contract. Lawyers owe the same duties of care and professionalism to all OAG Clients that they would owe to those agencies if they were OAG in-house attorneys.
- 2.4 The Lawyers acknowledge that under Utah Code section 67-5-33(6) and Utah Administrative Code R105-1-10:
 - A. The Government Attorney “retains complete control over the course and conduct of the contingent fee case for which the [Lawyer] provides legal services under” this Contract.
 - B. The Government Attorney must “oversee any litigation” under this Contract.
 - C. The Government Attorney may designate any OAG in-house attorney to be listed as counsel of record in any venue associated with PBM Opioid Litigation.
 - D. The Government Attorney “retains final authority over any pleading or other document that the” Lawyers submit to any venue associated with PBM Opioid Litigation.
 - E. Any other law enforcement entity, party, or opposing party may contact the Government Attorney or OAG in-house attorneys directly, without having to confer with the Lawyers.

- F. The Lawyers will allow and assist the Government Attorney, or a designated OAG in-house attorney, attend any hearing, conference, litigation event, or settlement conference in any PBM Opioid Litigation.
- G. The Government Attorney must be apprised of and have the opportunity to attend and participate in all settlement negotiations or conferences.
- H. Final approval to settle any PBM Opioid Litigation is reserved exclusively to the discretion of the Attorney General and the processes with OAG Clients. Lawyers lack authority for any settlement unless approved in writing by the Government Attorney.
- I. The Attorney General has veto power over any decisions made by Lawyers, and no lawsuit may be filed, or party added to or served with process in any lawsuit without express written permission of the Government Attorney.

Part 3. Employment of the Lawyers — Scope of Work

- 3.1 The OAG retains the Lawyers to help evaluate, investigate, and litigate PBM Opioid Litigation.
- 3.2 The Lawyers will designate their Lead Counsel, who will oversee the work of the Litigation Team. The Litigation Team will be identified in Attachment 2.
- 3.3 The Lawyers will work in close consultation with the Utah Team. The Lawyers agree to copy the Government Attorney and other members of the Utah Team on all correspondence, pleadings, motions, and other documents, and to submit for review all documents drafted by the Lawyers' Litigation Team in advance of filing, transmittal, or execution. The details as to who on the Utah Team should receive, review, and authorize specific types of documents may be the subject of a Memorandum of Understanding between the OAG and the Lawyers.
- 3.4 The Lawyers will perform all of their duties for the benefit of and extension of the OAG and the OAG Clients, which may include: Regular consultation; preparing and serving subpoenas, interrogatories, information requests and other discovery; conducting interviews and depositions; reviewing documents; preparing court papers, motions, memoranda, briefs and other documents; legal research; developing legal theories, investigation, and litigation plans; mediation and negotiation; identification and selection of expert witnesses and other consultants; appearing at all court proceedings; preparing for and conducting trials; and performing post-trial, post-judgment, and appellate work as assigned by the Government Attorney.
- 3.5 Upon request, the Lawyers agree to meet with and submit interim reports to the Utah Team regarding the nature, progress, and extent of legal services, as well as any forecast that may be reasonably made regarding the extent and nature of work yet to be undertaken.
- 3.6 The Lawyers accept the foregoing assignment and agree to discharge the duties involved in such employment under the terms and conditions of this Contract and in accordance with

applicable law and the rules of professional responsibility as public attorneys for the State of Utah.

- 3.7 Changes to Attachment 2 may be requested by the Lawyers with respect to their Litigation Team, and by the OAG with respect to the Utah Team, at any time. Changes to the Utah Team are discretionary with the OAG and do not require approval by the Lawyers. Changes to the Litigation Team must be approved in writing by the OAG before they become effective. With the exception of requests to change Lead Counsel or a Senior Attorney, this type of approval will not be withheld by the OAG without a specific and reasonable basis, provided that any requirements of any court with respect to the withdrawal or substitution of counsel are met. Any substitute Lead Counsel or Senior Attorney must be an individual who meets the appropriate criteria in Section 2.1 of the RFP at the time of the substitution. The OAG may refuse to allow substitution of Lead Counsel or Senior Attorneys without the need to state any specific cause. Any changes to the scope of services under this Contract must be in the form of a written Change Order, mutually agreed to and signed by duly authorized representatives of both Parties, clearly specifying any changes, any adjustments in time of performance, or other significant factors that may arise in scope of services.

Part 4. Legal Relationship.

- 4.1 This Contract is for the performance of services and not the sale of goods. It is to be construed according to the laws of the State of Utah. The Lawyers' relationship to the OAG is that of an independent contractor. No partner, associate, or employee of the Lawyers may, by reason of this Contract, become an employee of the State of Utah
- 4.2 The Lawyers lack authority, express or implied, to bind the Attorney General, the State of Utah, the Government Attorney, the OAG, or any OAG Client to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the same, except as specifically set out in this Contract.

Part 5. Compensation – Costs and Expenses – Hourly Fee.

- 5.1 The Lawyers are eligible for compensation with respect to authorized costs and expenses as set forth in this Section, in addition to receiving a Contingent Fee. Some costs and expenses may be reimbursed by the OAG, but none may be more than 100% of the amount actually incurred by the Offeror (i.e., with no "administrative overhead" or other surcharge).
- 5.2 Authorized costs and expense, including for travel, must be agreed upon in a Memorandum of Understanding between the Parties, and to the extent feasible this type of memorandum must be executed before the expenses are incurred. This type of Memorandum of Understanding may (1) detail the process by which certain services are procured, (2) include limitations on the cost of certain services, and (3) exempt some specific litigation costs and expenses from the need for preapproval.
- 5.3 Reimbursements for travel expenses may not exceed those established for employees of the State of Utah. *See* Utah Admin. Code R25-7.

- 5.4 If preapproved in a Memorandum of Understanding, the additional cost to the Lawyers of leasing or using discovery document-review software will be a reimbursable expense (e.g., document-review software platforms that charge based upon the amount of data uploaded).
- 5.5 Unless otherwise specified in a Memorandum of Understanding, all consulting and trial experts must be preapproved by the Government Attorney and retained directly by the OAG. The Government Attorney should give appropriate consideration to the recommendations of the Lawyers with respect to retaining specific experts. The process for obtaining experts may be set forth in a Memorandum of Understanding.
- 5.6 The Lawyers are ineligible for compensation for hourly fees for any person unless a Change Order specifically authorizes those fees for designated services. Hourly fees that are permitted by a Change Order will be calculated at no more than the lesser of (A) the hourly rate typically charged by the provider of the services or (B) the applicable DOJ Matrix rate in effect at the time that services are rendered. In-house experts who have doctorate level degrees that are relevant to the expert work they perform under the Contract should compare their typical billing rates to the appropriate (based upon years of professional experience in their field) DOJ Matrix lawyer pay scale; other in-house experts and specialists (e.g., IT personnel) should compare their typical billing rates to the DOJ Matrix paralegal or law-clerk pay scale.

Part 6. Compensation – Contingent Fee.

- 6.1 The PBM Opioid Litigation may be resolved in multiple settlements or trials, which may involve different defendants and violations. Each Successful Resolution will initiate the process of adding any additional monetary recovery to the contingent fee calculation.
- 6.2 The Lawyers are entitled to a contingent fee in the following amount, based upon the aggregate total dollar value of all Successful Resolutions (the “Contingent Fee”): ***These are maximum percentages permitted under Utah law.***
- A. 25% of the amount recovered, if the amount recovered is no more than \$10,000,000;
 - B. 25% of the first \$10,000,000 recovered, plus 20% of the amount recovered that exceeds \$10,000,000, if the amount recovered is over \$10,000,000 but no more than \$15,000,000;
 - C. 25% of the first \$10,000,000 recovered, plus 20% of the next \$5,000,000 recovered, plus 15% of the amount recovered that exceeds \$15,000,000, if the amount recovered is over \$15,000,000 but no more than \$20,000,000; and
 - D. 25% of the first \$10,000,000 recovered, plus 20% of the next \$5,000,000 recovered, plus 15% of the next \$5,000,000 recovered, plus 10% of the amount recovered that exceeds \$20,000,000, if the amount recovered is over \$20,000,000; or
 - E. \$50,000,000

- 6.3 The foregoing Contingent Fee will be calculated based upon any money that is paid to the OAG, State of Utah, Covered OAG Clients, or the Lawyers in the PBM Opioid Litigation for restitution, disgorgement, or actual damages, but excluding any multiples of damages in excess of 100% of actual damages, any fines, or any civil penalties. Utah Code § 67-5-33(5)(c). It may not include any money awarded to persons or entities other than the OAG, State of Utah, Covered OAG Clients, or the Lawyers, for example, damages or monetary relief awarded to purchasers under a *parens patriae* theory or pursuant to a class action initiated by private class counsel. It also may not include any money awarded to any State agency or political subdivision that has not been identified as a Covered OAG Client.
- 6.4 In the event of an award of attorneys' fees, the amount of the award that is based on legal work done by the Lawyers must be aggregated with the foregoing, and the Contingent Fee will be owed on the basis of the full amount. This may result in a Contingent Fee that is greater or lesser than the amount of attorneys' fees awarded. At the discretion of the Government Attorney, the Lawyers may be required to use DOJ Matrix rates or other standardized rates for any billable hours submitted for purposes of any attorneys' fee award. The amount of any attorneys' fee award that is based upon legal work done by the OAG, or by outside counsel hired directly by the OAG to perform specific tasks (e.g., enforce an out-of-state subpoena) will be owed to the OAG and will not be aggregated into the Contingent Fee calculation.
- 6.5 Various laws and legal theories allow for the recovery of certain costs and expenses, and unless prohibited by law, an application for recovery of costs and expenses must be made in each case in the PBM Opioid Litigation if the OAG represents the prevailing party. Costs and expenses may also be sought as part of any settlement, at the discretion of the Government Attorney. To the extent that a court makes an award of costs or expenses, or a settlement provides for payment of costs or expenses based upon any expenditures incurred or reimbursed by the OAG that award must be remitted to the OAG. In no case may recovered costs or expenses be aggregated into the Contingent Fee calculation.
- 6.6 The Lawyers must be responsible for collecting all amounts from any defendants that may be due to the OAG, the State, Covered OAG Clients, and the Lawyers. The Lawyers must deposit all collected money in an appropriate client trust account, provide periodic accountings to the Government Attorney, and disburse the money solely at the written direction of the Government Attorney. The Lawyers may have recourse against only the liable defendants in the PBM Opioid Litigation (and any insurers or indemnifiers of those defendants), and not against the State, the OAG, or any OAG Client for any uncollected amounts.
- 6.7 In the event that this Contract is terminated by the Attorney General under Section 11.3, or by the Lawyers under Section 11.4, whether for cause or without cause, the Lawyers will be entitled to the following:
- A. A full Contingent Fee based upon all money collected for Successful Resolutions achieved in any PBM Opioid Litigation before the effective date of the termination of this Contract (regardless of when the money is actually received); plus

- B. A proportionate Contingent Fee for all money collected for any Successful Resolutions achieved in any PBM Opioid Litigation after the effective date of the termination of this Contract, calculated as the following percentage of the Contingent Fee that would apply if the case had been resolved under the Contract, based upon the current Phase of the PBM Opioid Litigation at the time that Legal Services ceased:

Phase	Stage	Percentage of Contingent Fee
1	Case Evaluation	0%
2	Preparing and defending pleading	10%
3	Fact discovery	25%
4	Expert discovery and dispositive motions	50%
5	Pre-trial	60%
6	Trial	85%
7	Post trial	100%

Part 7. Other PBM Investigations and Litigation.

- 7.1 The OAG may participate in one or more Multistate Working Groups while the Lawyers are providing Legal Services. If the OAG desires to have the Lawyers provide Legal Services to or as part of a Multistate Working Group, the Parties may execute a Change Order to that effect. The Change Order may permit a Contingent Fee with respect to the specifically defined Multistate Working Group related Legal Services, or may provide for payment of hourly rates, calculated in accordance with 8.2 below, or may provide for other forms of compensation (e.g., flat rate). To the extent that the Lawyers do any work related to a Working Group without a Change Order, the Lawyers may not recover additional compensation for this work regardless of the benefit that it has to the OAG, the State, an OAG Client, or any other government entity. Lawyers may not petition, apply, or request compensation based on this work from any court, panel, or entity.
- 7.2 Work the Lawyers do as part of a PBM Opioid Litigation in coordination with a Multistate Working Group, a Multistate Settlement, or Other PBM Opioid Litigation, and which is of the type counsel would typically do to further their clients' lawsuits when those lawsuits are part of a multi-district litigation or mass action, will be treated as Legal Services for the PBM Opioid Litigation, and will be compensated the same as any other Legal Services under the Contract. Examples could include conferences with other Multistate Working Group counsel to coordinate depositions or working together with counsel in Other PBM Opioid Litigation to draft common discovery requests. Again, the Lawyers may not recover or seek additional compensation for this kind of work.
- 7.3 Legal Services that the Lawyers perform in furtherance of PBM Opioid Litigation that also may benefit Other PBM Opioid Litigation, and work that the Lawyers perform in

furtherance of Other Client's Cases that may benefit the PBM Opioid Litigation will be treated as follows:

- A. If at any time while this Contract is in force the Lawyers are engaged as counsel in Other Client's Cases, the Lawyers and the OAG must execute a Cost Allocation Formula that fairly divides costs, expenses (including expert expenses), and if applicable legal fees, between the PBM Opioid Litigation and the Lawyers' Other Client's Cases. Such a Cost Allocation Formula may not (1) make the State liable for any legal fees unless it expressly and specifically outlines how and when those fees would be due, or (2) unduly or materially disproportionately burden the OAG with respect to costs and expenses.
 - B. Unless otherwise specified in a Cost Allocation Formula or Memorandum of Understanding, any work done, and costs and expenses incurred, in any PBM Opioid Litigation or in any Other Client's Cases that is specific to a proceeding in that case must be allocated solely to that case, even if the work later or indirectly benefits another case. An example could be research done for a motion in one case, which will be charged solely to that case, even if the research subsequently benefits similar motions in other cases. Provided, that if the work specifically benefits proceedings in two or more cases essentially simultaneously (e.g., the same motion is being filed in both cases in close time proximity) the hours, costs, and expenses will be charged to each case in accordance with the Cost Allocation Formula.
 - C. Work done, and costs and expenses incurred, in any PBM Opioid Litigation or in any Other Client's Cases that is mutually beneficial and of a shared nature must be charged to the PBM Opioid Litigation in accordance with the Cost Allocation Formula. An example could be discovery and document review work done for the benefit of both cases; another example could be a shared expert. Any sharing of work, costs, and expenses must be approved in advance by the OAG and memorialized in a Memorandum of Understanding.
- 7.4 The Lawyers may not receive any Contingent Fee with regard to any recovery that the Lawyer may obtain in any Other Client's Cases, nor may any recovery that the Lawyers obtain in any Other Client's Cases be considered a Successful Resolution for purposes of determining tiers of contingent fees under Section 6.
- 7.5 The Lawyers may not receive any Contingent Fee with regard to any recovery in any Multistate Settlement to the extent the settlement does not involve a defendant in any PBM Opioid Litigation, nor may any recovery in any such Multistate Case be considered a Successful Resolution for purposes of determining Contingent Fee tiers under Section 6.
- 7.6 The Lawyers may receive a proportionate share of a Contingent Fee with regard to any Multistate Settlement that involves a defendant in any PBM Opioid Litigation, but only to the extent of any Recovery from or relating to that defendant. The proportionate share will be the same with respect to that PBM Opioid Litigation as if the Contract had been terminated before the conclusion of that PBM Opioid Litigation in accordance with Section 6.7(B).

Part 8. Monthly Billings – Source of Funds.

- 8.1 The Lawyers must submit quarterly billings of allowable costs and expenses no later than 15 days after the last day of the month for which the billing is submitted.
- 8.2 In the event that a Change Order authorizes the Lawyers to bill hourly fees for any person (e.g., lawyer, paralegal, etc.) the Lawyers must submit monthly billing of those fees no later than 15 days after the last day of the month for which the billing is submitted.
- 8.3 The Lawyers must submit monthly accountings of all Contingent Fees to which they believe that they are entitled. These accountings are for informational purposes only and are not binding upon the OAG or the State. The Lawyers may not transfer any funds from any client trust account to the Lawyers until approved by the Government Attorney in writing.
- 8.4 The Lawyers understand that although they are retained by the OAG, and all other provisions of law notwithstanding, the Lawyers may be paid only from designated funds or accounts identified by the OAG, and the OAG will not be liable for payment from its budget unless expressly provided in writing.
- 8.5 Billings must be submitted to the person, and at the address, indicated in Attachment 2. Barring any disputes, and assuming the availability of funds, in general the OAG will make good faith efforts to pay each bill within 60 days of submission. Billings submitted more than 15 days following the end of the month in which the services were rendered or costs and expenses were incurred may be subject to further delay in payment.

Part 9. Records and Files.

- 9.1 The Lawyers will maintain, from the effective date of this Contract until the expiration of any applicable document retention schedules as established by the Utah Division of Archives and Records Services, all case files relating to the Legal Services, including: Pleadings, correspondence (including electronic correspondence), and evidentiary files or databases (regardless of the format in which evidence and other data is stored) in connection with this matter and maintain the case files in accordance with legal industry standards and generally accepted accounting procedures. While all case files must be confidential and constitute the work product and proprietary materials of the Lawyers, any materials within the case files must be made available for inspection by the OAG upon reasonable request.
- 9.2 The Lawyers must, from the effective date of this Contract until three years after this Contract terminates:
 - A. Maintain detailed records relating to the all expenses, disbursements, charges, credits, underlying receipts and invoices, and other financial transactions that pertain to the Legal Services provided by the Litigation Team under the Contract;
 - B. Maintain detailed contemporaneous time records for the attorneys, paralegals and others whose time is potentially recoverable as a remedy in any PBM Opioid Litigation, or for

which the Lawyers may request payment, in accordance with standards generally used to report billable time for purposes of fee awards in federal lawsuits (i.e., “Loadstar” time); and

- C. Promptly provide any of the foregoing records to the OAG upon request.

Part 10. Liability Insurance.

- 10.1 Upon request, the Lawyers’ professional liability carrier will provide a letter confirming current, effective coverage for professional liability insurance. While providing Legal Services, the Government Attorney may ask Lawyers to provide subsequent verification from time to time, and the Lawyers will promptly comply.
- 10.2 As long as the Lawyers are providing Legal Services under this Contract, the amount of professional liability insurance shall not decrease below the limits that the Lawyers identified in their Technical Proposal.

Part 11. Termination.

- 11.1 This Contract will continue until all cases within the PBM Opioid Litigation are either the subject of a Successful Resolution or terminated. Even after termination, the Lawyers may never voluntarily dismiss or otherwise terminate pending litigation without the express written approval of the Government Attorney.
- 11.2 In the event that any money is still owed to the State of Utah, OAG, Covered OAG Client, or to the Lawyers upon Successful Resolution, this Contract will terminate, except that the provisions of Parts 5 through 7 will survive and continue until all the owed money has been collected and paid, or until the Attorney General decides that further pursuit of collection efforts is not cost effective.
- 11.3 The Attorney General may, by providing written notice to Lead Counsel, terminate this Contract with or without cause before all the PBM Opioid Litigation are either (1) the subject of a Successful Resolution or (2) are dismissed or denied and all appeals have been exhausted or cannot be filed. The notice must specify whether new counsel will be taking over the PBM Opioid Litigation. If so, this Contract will remain in force until an orderly transition of counsel can be effectuated. If not, this Contract will terminate at the time specified in the written notice. If the Attorney General terminates this Contract under this Section 11.3, the Lawyers are entitled to compensation in accordance with Parts 5 through 7.
- 11.4 The Lawyers may terminate this Contract with or without cause only when doing so does not adversely prejudice the OAG, the State of Utah, or Covered OAG Clients, is permissible under the Utah Rules of Professional Conduct, and has been approved by all courts or venues in which PBM Opioid Litigation are pending. The Lawyers must provide not less than 30-days advance written notice to the Government Attorney of an intent to terminate. Thereafter, this Contract will remain in force until the date stated in the notice or until an orderly transition of counsel can be effectuated, whichever occurs later. If the Lawyers terminate this Contract under this Section 11.4, the Lawyers are entitled to

compensation in accordance with Parts 5 through 7, provided, however, that if the termination is without cause the compensation must be reduced by the amount of any additional out-of-pocket costs directly incurred by the Attorney General in the process of obtaining new counsel.

- 11.5 Any termination under Sections 11.3 or 11.4 will be deemed to be without cause unless the notice of termination specifies a legally cognizable cause (for example, a material breach of this Contract, commission of a tort, or violation of ethical duties). Other than as provided in Section 11.4, the only difference between a termination for cause and a termination without cause is that a terminating party reserves its right to bring a legal action for damages or other remedies arising out of any asserted cause of the termination, but waives that right if the termination is without cause. If a court determines that the alleged cause of the termination is not established or is not factually or legally sufficient to justify damages or other remedies, the termination itself will nonetheless remain valid and will be treated as a termination without cause. A non-terminating party's right to bring an action against a terminating party for any alleged breach of this Contract is not affected by whether the termination is purported to be for cause or without cause.

Part 12. Conflicts of Interest.

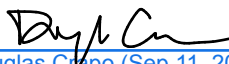
- 12.1 In the event that the Lawyers learn of a potential legal conflict of interest, or a situation that may give rise to the appearance of a conflict of interest, the Lawyers must promptly notify the OAG and will follow the direction of the OAG, including recusing themselves or imposing a screen procedure, if requested by the OAG. This includes potential conflicts of interest between the Lawyers and either the OAG or any OAG Client based upon other past or current clients of the Lawyers, and conflicts between the OAG and any OAG Client, or between two OAG Clients. The Lawyers may recuse themselves without approval by the OAG if the Lawyers believe in good faith that they are required to do so by any law, or under any professional ethical obligation. This type of recusal without the approval of the OAG must follow the "Termination With Cause" provision of Section 11.5.
- 12.2 At the time of the execution of this Contract, the Lawyers certify that they know of no potential conflicts of interest
- 12.2.1 It is acknowledged and understood by the OAG that Lawyers represent other attorneys general with respect to opioid-related litigation, including Arizona, Hawaii, Nevada, New Mexico, Michigan, and Mississippi, Lawyers have court-appointed positions in the opioid federal MDL (MDL2804), and Lawyers represent more than 700 cities and counties across the country with respect to opioid litigation, including Carbon, Utah, and Salt Lake Counties. It is possible that inconsistencies or conflicts of interest might arise in the future, including possible inconsistencies in legal or factual positions, strategies and/or discovery issues, possibilities of settlement in one or more cases, separately or jointly, that might affect the recovery for the other client(s) (e.g., scope of release), and selection of expert witnesses.

Part 13. Miscellaneous Provisions.

- 13.1 This Contract is governed in all respects, including choice of law, validity, interpretation, and effect, by the laws of the State of Utah.
- 13.2 Any dispute between the Lawyers and the OAG arising out of this Contract, including with respect to the Legal Services rendered and any Contingent Fee or cost or expense claimed by the Lawyers, will be resolved at the lowest level possible, in this order:
- A. The Lead Attorney and the Government Attorney must advise each other of their respective positions either orally or in writing, and either may propose a compromise or solution to the dispute.
 - B. The Lead Attorney and the Government Attorney, along with any others invited by them, must hold a “meet and confer” in a good faith effort to resolve the dispute.
 - C. The Lawyers and the OAG will participate in good faith in dispute resolution, in accordance with Attachment 1, paragraph 41.
- 13.3 Photocopies and electronic copies of this Contract must have the same force and effect as the original.
- 13.4 This Contract may be executed in counterparts, each of which will be deemed an original for all purposes and all of which constitute, collectively one agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be duly executed as of time signed by the later Party.

OFFICE OF THE UTAH ATTORNEY GENERAL

By: 
Douglas Crapo (Sep 11, 2026 21:59:26 MDT)

Dated: Sep 11, 2026

Printed name: Douglas Crapo

BARON & BUDD, P.C.

By: 
Russell Budd (Sep 11, 2026 22:10:07 CDT)

Dated: Sep 11, 2026

Printed name: Russell Budd

ATTACHMENT 1

STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records

and interview staff in any subcontract related to performance of this Contract.

5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being

given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. PUBLIC INFORMATION: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. DELIVERY: All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. ACCEPTANCE AND REJECTION: The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. INVOICING: Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

24. PAYMENT: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY: Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.

27. OWNERSHIP IN CUSTOM DELIVERABLES: In the event that Contractor provides Custom Deliverables to the

State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity and the State of Utah to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's and the State of Utah's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's and the State of Utah's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State. .

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or

notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

ATTACHMENT 2

Utah Team and Litigation Team Members

The following are members of the Utah Team:

Government Attorney: Douglas Crapo

Senior Attorneys: Alexandra Butler, Peishen Zhou, Katie Villani, Carina Wells, Daniel Ruskin, Marie Martin, Eric Lipman, Henry Dobson

The following are members of the Litigation Team:

Lead Attorney: Mark Pifko, Baron & Budd.

Litigation Team Members:

Baron & Budd: Russell Budd, Burton LeBlanc, Daniel Alberstone, Catherine Dorsey, Christine Mansour, Marco Palmieri, Michael Thakur, Rilwan Adendutan, Jay Lichter, Evan Zucker, Peter Klausner, Elizabeth Smiley, and Calista Somer;

Powell & Majestro: Anthony Majestro, Christy Smith and Graham Platz;

Levin Papantonio: Peter Mougey, Jeff Gaddy, Laura Dunning, and Paige Poerschke;

McHugh Fuller: Amy Quezon, Kathleen Clark, and A.J. Elkins;

Farrell Fuller: Paul Farrell and Michael Fuller;

Hill Peterson: Aaron Harrah.