

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT1. Contract Number
CFOPD-21-C-001Page of Pages
1 +Attachments2. Amendment/Modification
Number

Modification 15

3. Effective Date

See 16 C below

4. Requisition/Purchase Request
No.

5. Solicitation Caption

GenTax Maintenance & Support
Services

6. Issued by:

Code

Office of the Chief Financial Officer
Office of Contracts
1100 4th Street, S.W. Suite E620
Washington, D.C. 20024

7. Administered by (If other than line 6)

8. Name and Address of Contractor (No. street, city, county, state and zip
code)FAST Enterprises, LLC
7229 S. Alton Way
Centennial, CO 80112
Attn: James Harrison
businessteam@fastenterprises.com
(877) 275-3278

Code

Facility

9A. Amendment of Solicitation No.

9B. Dated (See Item 11)

10A. Modification of Contract/Order No.

CFOPD-21-C-001

10B. Dated (See Item 13)

July 1, 2021

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS ,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14**

X

A. This change order is issued pursuant to (Specify Authority): 27 DCMR Chapter 3601.2(c) Agreements of the Parties and Section I.8 Changes of the Contract.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to 27 DCMR, Chapter 3601.3

C. This supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority):

E. IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return one (1) copy to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

The District intends to achieve the following with Modification #15:

1. Add Section C.3.XXV FAST Captcha Service as provided in Attachment A with the new requirements.
2. This Modification is a no cost contract modification.

All other terms and conditions shall remain unchanged.

Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print)

James G. Harrison, member/Authorized Sig.

16A. Name of Contracting Officer
Drakus Wiggins, CPPB, CPPO

15B. Name of Contractor

15C. Date Signed

16B. District of Columbia

16C. Date Signed

(Signature of person authorized to sign)

8-26-2025

Drakus Wiggins

Signature of Contracting Officer)

08/28/2025

ATTACHMENT A

1. Section C.3.XXV FAST Captcha Service is hereby incorporated as follows:

XXV FAST Captcha Service – Terms of Use

1. The District will adhere to Contractor's FAST Captcha Service Terms of Use attached hereto as Attachment B.
2. The anticipated date for using the FAST Captcha Service is within one (1) month of the contract modification execution.

Attachment B

hCaptcha Terms of Use

Version: 2.2

Definitions

Agency Data	Agency Data may be defined in other agreements between FAST and the Agency. In the absence of such a definition, Agency Data includes any data owned solely by the Agency and provided to FAST. Agency Data does not include any data licensed to the Agency by FAST.
Captcha	A human verification service designed to distinguish between human and automated access (e.g. bots and spam) to websites and applications to protect online services from spam, abuse, and fraudulent activities. The service provides verification confirmations by presenting task challenges - enhancing the security and integrity of online interactions. hCaptcha is designed to be privacy-focused, avoiding the extensive data collection practices seen in some other captcha systems.
Captcha Provider	The third-party provider Intuition Machines, Inc. that FAST uses to supply the Captcha Service.
Captcha Service	The hCaptcha functions made available by FAST through its Captcha Provider to its clients.
Software Maintenance	The agreement, including costs therefore, under which the Agency maintains access and/or updates to FAST provided licensed software.

Agreement

By installing, configuring, and/or using the Captcha Service, Chief Information Officer (OCIO) (the "Agency") agrees to be bound by these terms (the "Terms of Use") while the Captcha Service is used in any environment containing Agency Data. Fast Enterprises LLC ("FAST") controls the Captcha Service.

Acceptable Use

FAST is the primary customer of the Captcha Provider and FAST is obligated to ensure compliance with the Captcha Service terms and conditions ("Captcha Contract"). These Terms of Use reflect the Agency's responsibilities when using the Captcha Service. The Agency has no responsibility to the Captcha Provider.

The Agency shall not (a) lease, rent, lend or sell the Captcha Service to any other party; (b) reverse engineer, reverse compile or disassemble the Captcha Service, including via "model distillation" or other techniques to reverse engineer machine learning models, model weights, and algorithms used by the Captcha Provider; or (c) obtain prohibited access to any source code contained in the Captcha Service to modify, translate, alter, tamper with or otherwise create derivative works.

The Agency shall only use the Captcha Service to validate customer interactions on the FAST e-Services platform included in FAST's software suite licensed by the Agency. No other use is permitted, including on other Agency websites or systems.

To maintain functionality for all clients, FAST may temporarily suspend service to the Agency for any violation of these Terms of Use. FAST will restore service when the Agency takes satisfactory remedial steps to ensure that the prohibited activity will not continue. FAST is not responsible for any violation of these Terms of Use by the Agency or its customers.

Privacy

The Captcha Service records information about the Agency customer's browsing session to detect and prevent potential bot sessions. The information stored may include:

- Browser information
- Browser profile information

The Captcha Service does not store Agency customer personally identifiable information (PII).

These Terms of Use hereby incorporate the Captcha Provider privacy policy located at <https://www.hcaptcha.com/privacy> as it may be updated from time-to-time without notice to or by FAST.

General

A) The Captcha Service is provided as-is, without warranty and any FAST obligation to alter the service.

B) The Agency acknowledges that if the Captcha Service is unavailable, Agency customers may not be able to access e-Services. Incidents caused by a Captcha Service error or outage shall not be considered a system error, incident, or outage and shall not be subject to service levels, service level credits, fines, penalties, or liquidated damages, if applicable, required of FAST in any contract between FAST and the Agency.

C) FAST MAKES NO, AND DISCLAIMS ALL, WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FAST shall not be subject to damages, fines, or any other penalty based on Agency's use of the Captcha Service.

Cost

FAST provides the Captcha Service as a benefit of subscribing to Annual Software Maintenance for the Agency's licensed product or service. Therefore, there is no new cost for the Captcha Service for the Agency's first ONE MILLION (1,000,000) Captcha verifications per month.

Upon initiating the Captcha Service, FAST will work with the Agency to determine the estimated monthly usage, and the Agency will pay the applicable annual cost tier from the table below, prorated for the current year through January 31 of the following year.

On an ongoing annual basis, FAST will evaluate data from the Captcha Provider to determine the Agency's average Captcha usage per month for the previous calendar year, or part thereof. If the average exceeds the Captcha Allowance tier in the table below, the Agency will move to the appropriate tier (based on the average). The annual invoice issued in early February will reflect such tier revisions, if any.

Tier	Monthly Captcha Allowance	Annual Cost
1	1,000,000	\$ 0
2	2,000,000	\$ 10,000
3	3,000,000	\$ 20,000
4	4,000,000	\$ 30,000
5	5,000,000	\$ 40,000

Termination

By FAST

FAST reserves the right to suspend or terminate the Captcha Service provided sixty (60) days written notice to the Agency at FAST's sole discretion and convenience.

Further, FAST may immediately terminate this Agreement in the event the Captcha Contract terminates for any reason.

By Agency

The Agency may suspend or terminate the Captcha Service upon notice to FAST and ceasing to use the Service. Within the given billing year, the Agency may begin using the service after a previous stoppage.

The Agency will not be due a refund for any unused Captcha fee during a suspension or termination.

Disclaimers

A) The Agency acknowledges that if the Captcha Service is unavailable, Agency customers may not be able to access Agency services requiring Captcha protection.

B) THE MAXIMUM AMOUNT, IF ANY ARE REQUIRED BY ANOTHER RELATED AGREEMENT OR REQUIRED BY LAW, SUBJECT TO DAMAGES, FINES, SERVICE LEVEL CREDITS, OR ANY OTHER PENALTY BASED ON THE CAPTCHA SERVICE SHALL BE THE FEE PAID BY THE AGENCY IN THE CURRENT CALENDAR YEAR.