



Procurement Master Agreement

STATE OF OKLAHOMA MASTER AGREEMENT

This State of Oklahoma Master Agreement (the “Master Agreement”) is entered into between Business Imaging Systems,, Inc. (“Vendor”) with its principal place of business at 13900 North Harvey, Edmond, OK 73013 and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and is effective as of the 1st day of June, 2018, (“Master Agreement Effective Date”).

Vendor and State agree to the terms and conditions as follows:

I. Scope and Term

- A.** This Master Agreement and other Contract Documents provides governing terms for Acquisitions in which the Vendor provides products and/or services to Customers and all sales to Customers for products and services available under any contract awarded to Vendor shall be processed through such contract. The parties hereby acknowledge and affirm that the execution of this Master Agreement, standing alone, does not evidence that the parties have agreed to engage in a particular transaction nor does it evidence that a particular contract award has been made to Vendor. OMES shall have no liability and makes no representation that products or services offered by Vendor will meet the needs of Customer and Customer should review Contract terms and independently assess the extent to which such products or services are suitable.
- B.** Contract terms specific to Vendor, if any, are attached hereto as Attachment B and incorporated herein.
- C.** Vendor may not add products or services to its offerings under the Contract without the State’s prior written approval and such request may require a competitive bid of the additional products and/or services. Vendor may alter any product or service offering only to the extent such alteration does not result in reduction in quality or functionality of the particular product or service or the combination thereof or reduce rights of a Customer or enlarge obligations of a Customer hereunder.
- D.** At no time during the performance of the Contract shall the Vendor have the authority to obligate any Customer for payment for any products or services over and above an

awarded Contract. If the need arises for goods or services outside the scope of the Contract, Vendor shall contact the State.

- E. The term of this Master Agreement shall be one (1) year commencing on the Master Agreement Effective Date with four (4) one (1) year options to renew.

II. Order of Precedence

- A. Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

1. any Addendum;
2. this Master Agreement Sections I - XXXVII;
3. Attachment A hereto (Additional Contract Terms Related to Hosting Services);
4. Attachment B hereto (Contract Terms Specific to Vendor);
5. Attachment C hereto (Pricing);
6. any solicitation issued by the State;
7. any statement of work, work order, or other similar ordering document as applicable; and
8. other mutually agreed Contract Documents.

- B. If there is a conflict between terms of this Master Agreement Sections I - XXXVII and an agreement provided by or on behalf of Vendor including but not limited to linked or supplemental documents which alter or diminish the rights of Customers or the State, such conflicting terms shall not take precedence over the referenced terms of the Master Agreement. In no event will any linked document alter or override such referenced terms of the Master Agreement except as specifically agreed in an Addendum.

III. Definitions

In addition to any defined terms set forth in Attachments hereto, the parties agree that, when used in the Contract, the following terms are defined as set forth below:

A. Acquisition

The term ("Acquisition") means items, products, materials, supplies, services and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental.

B. Addendum

The term (“Addendum”) means a written restatement of or modification to a Contract Document executed by the Vendor and State or Customer, as applicable.

C. Contract

The term (“Contract”) means this Master Agreement and Attachments hereto, as amended from time to time and which, together with other Contract Documents, evidences the final agreement between the parties with respect to a particular transaction between the State and Vendor.

D. Contract Document

The term (“Contract Document”) means this Master Agreement and Attachments hereto; any solicitation; any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and State or Customer, as applicable; other mutually agreed documents; and any Addendum to any of the foregoing.

E. Customer

The term (“Customer”) means any agency of the State; any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and an entity authorized to utilize contracts awarded by the State via a multistate or multi-governmental contract.

F. Destination

The term (“Destination”) means delivered to the receiving dock or other point specified in the applicable Contract Document.

G. Indemnified Parties

The term (“Indemnified parties”) means the State and a Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and/or designees.

H. Intellectual Property Rights

The term (“Intellectual Property Rights”) means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all

worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

I. Moral Rights

The term (“Moral Rights”) means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

J. OMES

The term (“OMES”) means the Office of Management and Enterprise Services, the State agency through which this Master Agreement is agreed on behalf of the State.

K. Purchase Card

The term (“Purchase Card”) means commercial purchase card to facilitate the acquisition of goods and services necessary for conducting official Customer business.

L. Third Party Intellectual Property

The term (“Third Party Intellectual Property”) means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

M. Vendor Confidential Information

The term (“Vendor Confidential Information”) means certain confidential and proprietary information of Vendor that is clearly marked as confidential but does not include information excluded from confidentiality in provisions of the Contract.

N. Vendor Intellectual Property

The term (“Vendor Intellectual Property”) means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the Master Agreement Effective Date if such tangible or intangible items or things were independently developed by Vendor outside Vendor’s provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with

Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

O. Work Product

The term (“Work Product”) means any and all deliverables produced by Vendor for Customer under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Master Agreement Effective Date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer’s benefit (a) by any Vendor personnel or Customer personnel or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

IV. Extension of Contract

The State, at its sole option, may extend the Contract for ninety (90) days beyond the final renewal option period at the Contract compensation rate for the extended period. If this option is exercised, the State shall notify the Vendor in writing prior to Contract end date.

V. Ordering, Inspection and Acceptance

- A. Any products or services furnished under the Contract shall be ordered by a purchase order or by the use of a valid Purchase Card. There is no limit on the number of purchase orders that may be issued or Purchase Card transactions. Delivery to multiple destinations may be required. All orders are governed by the terms and conditions of the Contract. Any purchase order or Purchase Card transaction dated prior to termination or expiration of the Contract shall be performed unless agreed otherwise between a Customer and Vendor.
- B. Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of services or associated deliverables shall not apply automatically upon receipt of a deliverable or upon provision of services.

Vendor warrants and represents that products or deliverables specified and furnished by or through the Vendor shall individually, and where specified by Vendor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Vendor shall be repaired or replaced by Vendor at no additional cost or expense to the Customer if such defect occurs during the warranty period.

All products to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for products until accepted by the Customer at the Destination in good condition. Title and risk of loss or damage to products shall be the responsibility of the Vendor until accepted by the Customer. The Vendor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Customer payment for an Acquisition does not constitute final acceptance of the Acquisition by the Customer. If subsequent Customer inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has latent defects, the Customer shall notify the Vendor as soon as is reasonably practicable. The Vendor shall retrieve and replace the Acquisition at Vendor's expense or, if unable to replace, shall issue a refund to the Customer.

- C. Vendor shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in

liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in products or services, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced.

- D.** Product warranty and return policies and terms for Customers will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated Customer for like products.

VI. Pricing

- A.** Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by a Customer.
- B.** Pursuant to 74 O.S. § 85.40, all travel expenses of Vendor must be included in the total Acquisition price.
- C.** The price to the Customer under the Contract shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

VII. Invoices and Payment

- A.** Vendor shall be paid upon submission of a proper invoice(s) to the Customer at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted unless otherwise set forth in the Contract or applicable schedule thereto.

The following terms additionally apply:

- i. Invoices shall contain the purchase order number;
- ii. Failure to provide a proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2;
- iii. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. § 34.72;
- iv. Additional terms which provide discounts for earlier payment may be evaluated when making a contract award. Any such additional terms shall be no less than ten (10) days, increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be from the receipt date of a proper invoice.
- v. If a Customer finds that an overpayment or underpayment has been made to Vendor, the Customer may adjust any subsequent payments to Vendor under the Contract to correct the account. A written explanation of the adjustment will be issued to Vendor by the Customer.
- vi. Vendor shall have no right of setoff.

B. The Vendor will accept payment from any Customer by Purchase Card.

VIII. Termination for Non-Appropriation

The State may terminate the Contract in whole or in part if funds sufficient to pay its obligations under the Contract are not appropriated or received from an intended third party funding source. Similarly, a Customer may terminate any purchase order if funds sufficient to pay its obligations under the Contract are not appropriated or received from an intended third party funding source. In the event of such insufficiency, Vendor will be provided fifteen (15) calendar days written notice of intent to terminate. The determination by the State or Customer, as applicable, as to whether sufficient appropriations are available shall be accepted by the Vendor as final and binding. Notwithstanding the foregoing, if a Customer issues a purchase order and has accepted the products or services, the Customer is obligated to pay for the products or services. In the event of such termination, the Customer will not be considered to be in default or breach under the Contract nor shall it be liable for any further payments ordinarily due under the Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such

termination. Any partial termination of the Contract for non-appropriation shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Vendor or a Customer regarding portions of the Contract that are not terminated. Any amount paid to Vendor in the form of prepaid fees that are unused when the Contract or a purchase order is terminated shall be refunded to Customer.

IX. Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. Such notices shall be sent to the respective party at the physical or e-mail address set forth below, which may be updated in writing to the other party as necessary; provided, however, breach and termination-related notices shall not be delivered via e-mail.

If sent to the State:

Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Information Services General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

In addition to information provided above the following individuals shall also be provided the request, approval or notice, as applicable:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Central Purchasing Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

If sent to Vendor:

Dan Rotelli
Business Imaging Systems, Inc.
13900 North Harvey
Edmond, Oklahoma 73013

X. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

XI. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Contract, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Contract, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

XII. Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, as long as the Vendor has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

XIII. Force Majeure

A. Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set

forth above, such non-performance shall not be deemed a default. However, a Customer may terminate a purchase order if Vendor cannot cause delivery of products or services in a timely manner to meet the business needs of the Customer.

- B.** Notwithstanding the foregoing or any other provision in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Vendor's systems or any of Vendor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Vendor's systems; or (b) the delay or failure of Vendor or subcontractor personnel to perform any obligation of Vendor hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Vendor's confidentiality, indemnification or data security and breach notifications set forth herein.

XIV. Termination for Cause

- A.** Vendor may terminate the Contract in the event (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. Material breach by a Customer shall not give rise to a claim of material breach as grounds for termination by Vendor of the Contract as a whole. The State may terminate the Contract in whole or in part in the event (i) it has provided Vendor with written notice of material breach, and (ii) Vendor fails to cure such material breach within thirty (30) days of receipt of written notice. Similarly, a Customer may terminate its obligations, in whole or in part, to Vendor if it has provided Vendor with written notice of material breach and Vendor fails to cure such material breach within thirty (30) days of receipt of written notice.
- B.** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Vendor, only if Vendor's material breach is reasonably determined (i) to be an impediment to the function of the State and detrimental to the State or (ii) to cause a condition precluding the thirty (30) day notice or when the State determines that an administrative error occurred prior to Contract performance.
- C.** The Customer may terminate a purchase order immediately without a thirty (30) day written notice to Vendor, only if Vendor's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

- D.** If the Contract or certain obligations under the Contract are terminated, the Customer shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall a Customer be liable to the Vendor for compensation for any products neither requested nor accepted by the Customer or for any services neither requested by the Customer nor satisfactorily performed by the Vendor. Any amount paid to Vendor in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded to Customer. In no event shall the State's exercise of its right to terminate the Contract for cause relieve the Vendor of any liability to the State or a Customer for claims arising under the Contract. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Vendor or a Customer regarding portions of the Contract that remain in effect.
- E.** The Vendor's repeated failure to provide acceptable products or services; Vendor's revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); Vendor's inability to pay its debts when due; assignment for the benefit of Vendor's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Vendor shall constitute a material breach of the Vendor's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Other instances of failure to adhere to the Contract provisions may result in material breach.

XV. Termination for Convenience

- A.** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. The State shall deliver to the Vendor a written notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the State.
- B.** If applicable, the Customer may terminate a purchase order for convenience if it is determined that termination is in the Customer's best interest. The Customer shall deliver to the Vendor a written notice of termination of convenience specifying the terms and effective date of termination. The

purchase order termination date shall be a minimum of thirty (30) days from the date the notice of termination is issued by the Customer.

- C. If the Contract or certain obligations under the Contract are terminated, the Customer shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. In no event shall a Customer be liable to the Vendor for compensation for any products neither requested nor accepted by the Customer or for any services neither requested by the Customer nor satisfactorily performed by the Vendor. Any amount paid to Vendor in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded to Customer. In no event shall the State's exercise of its right to terminate the Contract for convenience relieve the Vendor of any liability to the State or a Customer for claims arising under the Contract. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Vendor or a Customer regarding portions of the Contract that remain in effect.

XVI. Modification of Contract Terms and Contract Documents

- A. The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES or that is made unilaterally by the Vendor is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes including, but not limited to any unauthorized written Addendum, shall be void and without effect and the Vendor shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- B. Any ordering document shall be effective between Vendor and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer. Any additional terms on an ordering document are of no effect and are void. OMES bears no liability for performance, or failure thereof, by a Customer or the Vendor in connection with an Acquisition.

- C. All Contract Documents shall be mutually executed by persons authorized to enter into the Contract Document on behalf of each party.

XVII. Audits and Records Clause

- A. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit all records relevant to the execution and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed.
- B. The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

XVIII. Compliance with Applicable Laws and Representations

- A. As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor represents as follows and shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
 - i. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
 - ii. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - iii. Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

- iv. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - v. Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
 - vi. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information;
 - vii. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;
 - viii. Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - ix. Requirements of the Health Insurance Portability and Accountability Act of 1996; the Criminal Justice Information Services Security Policy; IRS Publication 1075; and Family Educational Rights and Privacy Act; and
 - x. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- B.** As applicable, the Vendor shall adhere to the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth at:
<https://www.ok.gov/cio/documents/InfoSecPPG.pdf>
- C.** The Vendor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- D.** The Vendor shall inform its employees, agents, and proposed subcontractors, if applicable, who provide products or perform services under the Contract of the Vendor's obligations under the Contract and shall require compliance

accordingly. At the request of the State, Vendor shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

- E.** As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- F.** The execution, delivery and performance of the Contract and any ancillary documents by Vendor will not, to the best of Vendor's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third party.
- G.** Vendor represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

XIX. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Vendor certifies that the Vendor and its principals:

- A.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- B.** Have not within a three-year period preceding the Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; for violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property;
- C.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and

- D. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

XX. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not employees of the State or any Customer. The Vendor's employees shall not be considered employees of the State nor of any Customer for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

XXI. Publicity

Vendor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the State or any Customer of Vendor, the products or the services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which the connection of the State or any Customer therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State.

XXII. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- A. As a condition of this Contract, Vendor shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the Customer if services will be provided by any of Vendor's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of work for Customers. Vendor may not commence performance hereunder until such proof has been provided. Additionally, Vendor shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Vendor's obligation to maintain insurance coverage under the Contract is a continuing obligation through the term of the Contract and each purchase order issued to Vendor in connection with the Contract. The minimum acceptable insurance limits of liability are as follows:

- i. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
 - ii. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - iii. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
 - iv. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$1,000,000 per claim and in the aggregate; and
 - v. Additional coverage required by a Customer in writing in connection with a particular Acquisition.
- B.** Vendor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Vendor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Vendor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither a Customer nor the State shall be liable to the Vendor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- C.** Vendor agrees to indemnify and hold harmless Customers, the State, and its employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

XXIII. Open Records Act

Vendor acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act

and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act or other applicable law, no Contract provision is confidential information and any provision is subject to disclosure.

XXIV. Confidentiality

- A.** The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- B.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the State Chief Information Officer, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State Purchasing Director, and any person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- C.** Customer may be provided access to Vendor Confidential Information. If Customer is a state agency, Customer is subject to the Oklahoma Open Records Act and Vendor acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Notwithstanding the foregoing, Vendor Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of

disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed by the Customer without the use of any of Vendor Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) resumes, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the Customer is required by law or regulation to disclose Vendor Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Vendor so that the Vendor may promptly seek a protective order or other appropriate remedy.

- D.** Customer will protect Vendor Confidential Information from unauthorized dissemination and use with the same degree of care that it uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting Vendor Confidential Information. Customer will use Vendor Confidential Information only for purposes necessary to directly further the purposes of this Contract. Except as otherwise set forth in this section, State will not disclose Vendor Confidential Information to third parties without the prior written consent of Vendor.

XXV. Security of Property and Personnel

In connection with Vendor's performance under the Contract, Vendor may have access to Customer personnel, premises, equipment, and other property. Vendor shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, equipment, and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Vendor fails to comply with Customer's security requirements, then Customer may immediately terminate the associated purchase order.

XXVI. Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Vendor's employees and subcontractors who will be providing services to a Customer may be performed. If additional background checks are required beyond Vendor's normal hiring practices, such checks or investigations shall be noted at the time of the proposal effort. The costs of additional background checks shall be the responsibility of the Customer unless such additional background checks are required solely because Vendor will not provide results of its otherwise acceptable

normal background checks; in such an instance, Vendor shall pay for the additional background checks. Vendor will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Vendor who will be providing services to a Customer under the Contract not be acceptable to the Customer as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order associated with the project.

XXVII. Assignment and Permitted Subcontractors

- A.** Vendor's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Contract, Vendor shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- B.** If the Vendor is permitted to utilize subcontractors in support of the Contract, the Vendor shall remain solely responsible for its obligations under the terms of the Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform, as applicable, the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- C. All payments under the Contract shall be made directly to the Vendor, except as provided in subsection A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.
- D. A Customer may transfer all or a portion of its rights and/or obligations under the Contract in compliance with applicable State or federal law or regulations.

XXVIII. Failure to Enforce

Failure by the State or a Customer, as applicable, at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

XXIX. Vendor's Compliance with State Policies

The Vendor's employees, agents and subcontractors must adhere to the applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. The Vendor must review and relay such policies covering the above to the Vendor's employees, agents and subcontractors.

XXX. Mutual Responsibilities

- A. Neither the Vendor nor any Customer grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C. The Customer and Vendor each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

- D. The Customer and Vendor shall reasonably cooperate with each other and any vendor to which products and/or services under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a Customer, the State or the Vendor is required under the Contract, such action shall not be unreasonably delayed or withheld.

XXXI. Patents and Copyrights

Without exception, a product price shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent, intellectual property or copyright. Should any third party threaten or make a claim that any portion of a product or services provided by Vendor under the Contract infringes that party's patent or copyright, Vendor shall enable Customers to legally continue to use, or modify for use, the portion of the product or services at issue or replace such potentially infringing product, or re-perform in the case of services, with at least a functional non-infringing equivalent. Vendor's duty under this section shall extend to include other products or services rendered materially unusable as intended due to replacement or modification of the products or services at issue.

XXXII. Indemnification

A. Acts or Omissions

- i. Vendor shall indemnify and hold harmless the Indemnified parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Contract.
- ii. To the extent Vendor is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Vendor, its employees, agents, representatives, or subcontractors, the Vendor and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced by the Customer and is payable

by Vendor sixty (60) calendar days after the date of the Vendor's receipt of an invoice for the negotiated settlement amount.

B. Infringement and Accessibility

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") arising from or in connection with Vendor's breach of its representations and warranties in the Contract or infringement of any patent, copyright, trade and service mark, trade secret or any other intellectual or intangible property rights in connection with products or services provided under the Contract. Vendor's duty under this section is reduced to the extent a claimed infringement results from (a) a Customer's or User's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Vendor-provided services or products unless Vendor recommended or participated in such modification or combination; (c) use of a product or service in violation of the Contract or (d) a non-Vendor product that has not been provided to the State by, through or on behalf of Vendor as opposed to its combination with products Vendor provides to or develops for the State or a Customer as a system.

C. Notice and Cooperation

In connection with indemnification under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Vendor and defense of the claim to the extent its interests are aligned with Vendor. Vendor shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

D. Coordination of Defense

In connection with indemnification under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State

agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Vendor to control the defense and any related settlement negotiations; provided, however, Vendor shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify and hold harmless the applicable Indemnified parties.

XXXIII. Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Vendor for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if the State or such Customer is advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Vendor or its employees, agents or subcontractors while at a Customer's site; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Vendor or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted products or services. The parties agree that Vendor has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

XXXIV. Contract Management Fee and Usage Report

- A.** Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Vendor has no right of

setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Vendor acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Vendor's billing to Customers. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Vendor without further requirement for an Addendum.

- B.** If and as long as Vendor is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Vendor. Vendor shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

All Contract Usage Reports shall meet the following criteria:

- i.** Reports must be submitted electronically in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Reports shall be submitted quarterly regardless of whether there were Acquisitions under the contract during the applicable quarterly reporting period;
- iii.** Reports must be submitted no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.

- v. Reports must include the following information:
 - a. Procuring entity;
 - b. Order date;
 - c. Purchase Order number or note the Acquisition was paid by Purchase Card;
 - d. Shipping location;
 - e. Manufacturer;
 - f. Manufacturer item number;
 - g. Product description;
 - h. Product category;
 - i. Quantity;
 - j. Unit list price or MSRP, as applicable;
 - k. Unit Contract price;
 - l. Extended price; and
 - m. Other Contract usage information requested by the State.

- C. Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
5005 North Lincoln Boulevard, Suite 200
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Vendor shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

XXXV. Vendor Website for Contract and Prices

If Vendor makes available a website specific to the products and services available under a contract, the following terms apply to such website and associated content:

- A. The website will be specific to the products and services, as applicable, available under the contract which is clearly distinguished from contract offerings for other customers at Vendor's website. The website must include the products and services, as applicable; associated contract prices including

clearly delineated pricing discounts; designated resellers, as applicable and mutually agreed; contact information for Vendor and any such resellers; instructions for obtaining quotes and placing orders; instructions to initiate and pursue a warranty claim or return products; and other information required by the State from time to time. The website shall list the Oklahoma contract number and contain a link to the State website for the contract.

- B.** Vendor is solely responsible for administration, content, Vendor Intellectual Property Rights and all materials at Vendor's website and warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification from the State. The State reserves the right to require a change to content listed on the website to the extent the State believes such content does not adequately represent the terms of a contract.
- C.** Periodic compliance checks of the information posted for a contract on Vendor's website may be conducted by the State. Upon request by the State, Vendor shall provide verifiable documentation that pricing listed on the website is compliant with pricing as stated in the State contract.
- D.** Vendor hereby consents to a link from a State website to Vendor's website established pursuant to this section, in order to facilitate access to the State contract information and solely for convenience in carrying out business operations of Customers. The State reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, and subsequently notify Vendor; provided, however, nothing herein shall be construed as imposing an obligation on the State to establish or maintain a link to Vendor's website. Vendor shall provide the State timely written notice of any change in the URL or other information needed to access the Vendor's website and/or maintain any State link to Vendor's website.
- E.** If Vendor stores, collects or maintains data electronically as a condition of accessing State contract information, such data shall only be used internally by Vendor for the purpose of performance under such contract and shall not be disseminated to third parties or used for other marketing purposes without prior written approval of the State or as otherwise agreed between the parties. A State contract is a public record under State law and Vendor shall not restrict access to any contract terms and conditions including, but not limited to, pricing through use of restrictive technology, passwords or similar limitations.

XXXVI. Miscellaneous

A. Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with an applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Customer makes no representation or warranty regarding the enforceability of such term or condition and Customer does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

B. Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

C. Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

D. Sovereign Immunity

Notwithstanding any provision in the Contract, neither the State nor any Customer waives its sovereign immunity or immunity from suit.

E. Survival

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the Contract. Additionally, rights and obligations under the Contract which by their nature should survive including, but not limited to, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations, data breach obligations and indemnification obligations remain in effect after expiration or termination of the Contract.

F. Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

G. Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Vendor, its employee, agent, or another representative offered or gave a gratuity to any Customer employee directly involved in the Contract. In addition, a Vendor determined to be guilty of such a violation may be suspended or debarred.

H. Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

I. Electronic Transactions

All transactions related to the Contract may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

J. Previous Master Agreements

This Master Agreement shall supersede any and all previous master agreements between the parties before the Master Agreement Effective Date.

XXXVII. Information Technology Provisions

The parties further agree to the following terms, as applicable, for any Acquisition of information technology or telecommunication products or services:

A. Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- i. Customer removes the product for which the services are provided, from productive use or;
- ii. The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Vendor in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

B. Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. Vendor shall provide a Voluntary Product Accessibility Template (“VPAT”) describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

C. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- i. Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

- ii. Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Vendor to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Vendor, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

D. Offshore services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

E. Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

F. Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Vendor has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Vendor shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- i. A bona fide material default of the obligations of the Vendor under the agreement with the applicable Customer;

- ii. An assignment by the Vendor for the benefit of its creditors;
- iii. A failure by the Vendor to pay, or an admission by the Vendor of its inability to pay, its debts as they mature;
- iv. The filing of a petition in bankruptcy by or against the Vendor when such petition is not dismissed within sixty (60) days of the filing date;
- v. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Vendor's property;
- vi. The inability or unwillingness of the Vendor to provide the maintenance and support services in accordance with the agreement with the agency;
- vii. Vendor's ceasing of maintenance and support of the software; or
- viii. Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

G. Commercial Off The Shelf Software

If Vendor specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

H. Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- i. As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual

Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Vendor.

- ii. Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- iii. Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- iv. All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Vendor hereunder. Vendor shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- v. These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Vendor's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- vi. Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.
- vii. Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Vendor nor any subcontractor shall have the right to

use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

- viii.** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Vendor shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Vendor Intellectual Property embodied or reflected in the Work Product or necessary to provide services, Vendor grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Vendor Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor Intellectual Property remain in Vendor. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.
- ix.** Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.
- x.** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are

competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

- xi.** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Vendor.

I. OMES Information Services Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES Information Services is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES Information Services to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets upon written notification to Vendor.

J. Hosting Services

- i.** If Vendor hosts Customer Data (as defined in Attachment A) in connection with an Acquisition, the provisions of Attachment A, attached hereto and incorporated herein, apply to such Acquisition. Prior to hosting Customer Data, Vendor must first submit to a State Certification and Accreditation Review.
- ii.** If access to Customer Data by Vendor or its subcontractors, affiliates or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach (as defined in Attachment A), Vendor shall be responsible for the obligations set forth in Attachment A related to breach reporting requirements and

associated costs. Likewise if such access contributes to or directly causes a Security Incident (as defined in Attachment A), Vendor shall be responsible for the obligations set forth in Attachment A, as applicable.

K. Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Vendor shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Vendor shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Vendor's past performance) if future bids submitted by Vendor are evaluated by the State.

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Signature Block

IN WITNESS WHEREOF, each person executing this Master Agreement below represents that he or she is authorized to enter into this Master Agreement on behalf of such party and each party expressly agrees to the terms and conditions of this Master Agreement.

VENDOR:

[Vendor's Name]

Dan Rotelli CEO



June 15, 2018

[Printed Name and Title]

Date

STATE:

State of Oklahoma by and through the Office of Management and Enterprise Services


James L. Reese, Chief Information Officer

6-18-18

Date

Attachment A

Additional Contract Terms Related to Hosting Services

The parties agree to the following provisions in connection with any Customer Data stored or hosted by or on behalf of the Vendor and the obligations, representations and warranties set forth below shall continue as long as the Vendor has an obligation under the Contract in connection with storage or hosting of Customer Data. Unless otherwise indicated herein, capitalized terms used in this Attachment without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.
- e. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer’s confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

- b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is

commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor is responsible for costs incurred by Customer for Customer to remediate the virus.

- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
- f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
- g. Any remedies provided in this Attachment are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Prior to hosting Customer Data, Vendor will submit to the review to ensure it meet the State's minimum security standards at time the Contract was amended to include such services. Failure to maintain the State's minimum security standards during the term of the contract, including renewals, constitutes a material breach.
- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize the different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be

unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it will not utilize the third-party vendor in connection with key business functions that are Vendor's obligations under the contract, until such third party meets such requirements.

V. Security Incident or Data Breach Notification: Vendor shall inform Customer of any Security Incident or Data Breach.

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to any such communication.
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.
- d. If Vendor has reasonable belief or actual knowledge of a Data Breach, Vendor shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

VI. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal data and Non-Public Data or otherwise prevent its

release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.

- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

VII. Notice: In addition to notice requirements under the terms of the Contract otherwise, contact information for Customer for notifications in connection with hosting services provided by Vendor are:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services Deputy General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following:

- a. The product and services provided in connection with hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any

ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.

- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

IX. Indemnity

Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with hosting services, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

- a. In the event of a termination of the contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data.

- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience
 - iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services.
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Attachment B

Contract Terms Specific to Vendor



This Agreement is a Contract Document in connection with the State of Oklahoma Master Agreement between Business Imaging Systems, Inc. and the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") effective June 1, 2018 ("Master Agreement"). Terms not defined in this Agreement shall have the meaning as set forth in the Master Agreement.

NOW, THEREFORE, in consideration of the premises and obligations contained herein, it is agreed as follows:

1. Purpose

BIS provides a variety of technology-related services to its customers. This Agreement describes the terms and conditions under which Customer may engage BIS to perform services and support for Customer.

2. Definitions

The following definitions apply to this Agreement and any related Statement of Work.

- 2.1 "Code" means computer-programming code. Unless specifically stated otherwise in the SOW, Code includes Binary Code but not Source Code. "Binary Code" means Code that loads and executes without further processing by a software compiler or linker or that results when Source Code is processed by a software compiler. "Source Code" means human-readable form of Code and related system documentation, including comments and any procedural language.
- 2.2 "Deliverable" means any Code, Documentation or other materials procured or prepared by BIS under a SOW for delivery to Customer, and any other objects identified as Deliverables in a SOW.
- 2.3 "Rapid Exchange" means Customer sends the defective piece of equipment to BIS for repair, which will be repaired the same day received and returned to the Customer. Platinum service level equipment may be eligible for a temporary piece of comparable equipment while equipment is being repaired.
- 2.4 "Documentation" means written information prepared under a particular SOW, including text or graphic files.
- 2.5 "Services" means the services and Deliverables to be provided by BIS to or for the benefit of Customer, as described in a SOW. Such services may include, but are not limited to, technical support, consulting, or education services.

- 2.6 "Support" means the services to be provided by BIS for the Customer to resolve technical issues during an active maintenance term.

- 2.7 "Statement of Work" ("SOW") means a written document executed between the parties that includes at least the following information: (i) a description of the Services and Deliverables; (ii) the parties' responsibilities; and (iii) the service fees and method of calculation. BIS and Customer agree to negotiate the SOW, including deliverable, and acceptance criteria in good faith at time of specific acquisition.

3. Rules of Engagement

- 3.1 Initiating Services. All services provided by BIS to Customer shall be implemented through individual Statements of Work. A SOW will become effective upon execution by authorized representatives of both parties.
 - 3.2 Initiating Support. All Support provided by BIS to Customer shall be submitted via email, phone, or web portal. To be eligible for support, Customer must have an active and paid support term.
 - 3.3 SOW Integration. A SOW is subject to the terms and conditions of the Contract, including this Agreement. Notwithstanding anything to the contrary, if a SOW contains provisions inconsistent with this Agreement, the SOW provisions shall prevail with respect to that SOW. This Agreement by itself does not obligate a party to provide any services or enter into any SOW.
 - 3.4 Change Order. Any changes to the obligations of BIS or Customer or to any other material aspect of a SOW will require a written change order signed by BIS and Customer that describes the changes and any related cost adjustments. System changes are outside the scope of support services and will require a change order.
 - 3.5 Acceptance. Services will be deemed satisfactory to and accepted by Customer unless within thirty (30) days after submission to Customer, Customer gives BIS written notice of aspects in which the Services do not meet the SOW requirements. Upon receipt of such written notice, BIS will use commercially reasonable efforts to make such changes as will be required to correct any deficiencies.
- ### 4. Responsibilities
- 4.1 Assumptions. The description of the Services and related compensation amount in each SOW will be based upon information Customer provides to BIS and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct,

then the parties will modify the SOW pursuant to Section 3.3 above.

4.2 Customer Assistance. Customer agrees that it will reasonably cooperate with and assist BIS in BIS's performance of the Services.

4.3 Operating Hours. Standard operating hours are from 8:00am to 5:00pm CST. Support outside of normal business hours can be obtained by acquiring a Platinum level of service.

4.4 Support Tracking. Support requests received will be tracked and administered by the BIS Support Services team members. Each party shall have the ability to assign a priority to each service request, indicating the severity of the situation so each request is assigned with the severity level.

4.5 Project Managers. Each party shall appoint a project manager ("Project Manager") for each SOW. Each party may replace its designated Project Manager upon written notice to the other party.

4.6 Protection of Customer System. Except to the extent BIS hosts or stores Customer data, Customer is solely responsible to take appropriate measures to isolate and back up its computer system, including its computer programs, data and files, and to take other actions necessary to protect its system and data.

4.7 Site Regulations. BIS employees performing Services on Customer premises shall observe reasonable safety and security protocols of which BIS is notified in writing. While working on-site with the Customer, BIS personnel shall abide by all reasonable workplace rules that are obvious or made known to them, such as smoking restrictions, drug-free workplace rules, parking zones, physical and network security policies, privacy policies and hours of operation.

5. Compensation and Payment Terms

5.1 Compensation for Services; Expenses. Except as otherwise set forth in the Master Agreement, Customer shall pay all the amounts specified in the relevant SOW, including, without limitation, compensation for Services and for any non-standard expenses incurred at the written request of Customer.

5.2 Credit Card Processing Fees – For payments processed by credit cards, processing fees may be applied.

5.3 Support Payments – Support must be paid in full to be eligible for support.

5.4 Purchase Order. Prior to the start date of a SOW, Customer shall issue a Purchase Order ("PO") equal to the amount specified in the SOW. If Customer does not issue POs, Customer shall submit in the SOW the following: (i) Customer's internal tracking number for the SOW; (ii) amount specified in the relevant SOW; (iii) billing address; and (iv) purchasing contact.

5.5 Invoicing. Unless otherwise agreed in a SOW, Service fees and expenses shall be calculated by BIS on a monthly basis and invoiced to Customer within five (5) days after the end of each month. BIS shall provide reporting on Service fees and expenses on a weekly basis.

6. Support Service Levels

6.1 Hardware

6.1.1 **Standard** – Manned telephone support, monitored email support, driver support, onsite support (within a 200 mile radius of BIS offices), parts (excluding consumables), preventative maintenance (upon request), remote assistance, driver updates. Depot support for equipment outside of radius.

6.1.2 **Platinum** – Includes all above mentioned offerings as well as Rapid Exchange, 24x7 hours (critical production outages only), consumables (excluding toner and ink), scheduled and monitored preventative maintenance

6.2 Software

6.2.1 **Standard** – Manned telephone support, monitored email support, remote assistance, software updates and enhancements, ticket tracking.

6.2.2 **Platinum** – Includes all above mentioned offerings as well as priority queue placement, onsite support (when deemed necessary), 24x7 remote support (critical production outages only), minor environment modifications, assigned team members,

7. Intellectual Property

7.1 License. BIS grants to Customer, and Customer acquires, a nonexclusive, nontransferable, worldwide, perpetual, royalty-free license to use, execute, perform, reproduce, display and distribute the Deliverables internally within Customer. All proprietary rights notices must be faithfully reproduced and included on all copies, modifications and adaptations.

7.2 Ownership. Neither this Agreement nor any SOW shall change the ownership of any intellectual property of either party in existence prior to the Effective Date.

7.3 Protection of Deliverables. Customer agrees to take all reasonable steps to protect Deliverables under this Agreement, and any related Documentation, from unauthorized copying or use.

8. Warranty

8.1 Warranty for Services. BIS warrants that the Services shall be performed in a professional manner in accordance with generally accepted industry standards. Unless otherwise stated in the SOW, this warranty shall be effective for ninety (90) days following acceptance of the Services in accordance with Section 3.4. Upon breach of this warranty, BIS's shall correct the Services so that the Services comply with this warranty. If BIS is unable to correct the Services

within a reasonable period of time, Customer may terminate the relevant SOW and obtain a refund of the amount Customer paid to BIS for the Services BIS is unable to correct.

8.2 Exclusions. THIS WARRANTY EXCLUDES NON-PERFORMANCE ISSUES THAT RESULT FROM THIRD-PARTY HARDWARE OR FIRMWARE MALFUNCTION OR DEFECT WHICH IS NOT PROVIDED AS PART OF A SOW BY BIS; SOFTWARE NOT DEVELOPED BY OR PROVIDED AS PART OF A SOW BY BIS; CUSTOMER'S INPUT OF INCORRECT CUSTOMER DATA. CUSTOMER WILL COMPENSATE BIS FOR ITS REASONABLE TIME AND EXPENSES FOR ANY SERVICES PROVIDED AT CUSTOMER'S REQUEST AS SET FORTH IN WRITING AND EXECUTED BY BOTH PARTIES TO REMEDY EXCLUDED NON-PERFORMANCE ISSUES. ANY WARRANTY UNDER THIS SECTION 7 SHALL IMMEDIATELY CEASE IF CUSTOMER OR ANY THIRD PARTY MODIFIES ANY PORTION OF A DELIVERABLE AND/OR MODIFIES CUSTOMER'S SYSTEM SO THAT A DELIVERABLE IS NO LONGER FUNCTIONAL OR APPROPRIATE WITHOUT APPROVAL FROM BIS.

8.3 Disclaimer. EXCEPT AS EXPRESSLY DESCRIBED IN THIS WARRANTY SECTION, BIS MAKES NO WARRANTY OF ANY KIND WITH REGARDS TO SERVICES. BIS DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, REPRESENTATIONS, AND CONDITIONS WITH RESPECT TO SERVICES AND DELIVERABLES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.4 Warranty for hardware. Warranties for hardware will be set forth in the applicable SOW.

9. Limitation of Liability

9.1 Liability. Except as otherwise set forth in the Master Agreement, a party's liability for any claim arising under or relating to this Agreement or any SOW shall not exceed the amount paid, and any amounts owed but not yet paid, for the Services. The limitation in this Section 10.1 shall not

apply to a party's infringement of the other party's intellectual property rights.

9.2 Disclaimer. Neither party shall be liable to the other for any indirect, special, incidental or consequential damages, (including loss of profits or business) arising under or relating to this agreement or any sow, even if the other party has been advised of the possibility of such damages.

10. General Provisions

10.1 Separate Software License. The Services may be in support of a Customer license to software, such license shall be negotiated by the State and BIS and made part of the Contract prior to BIS' provision of such Services. Such license shall govern all use by Customer of such software, and this Agreement shall relate solely to the Services. This Agreement is not intended to modify in any way the licensing, warranty, or other agreement provisions for software products separately licensed by Customer from BIS or any other party, except as expressly provided herein or in a SOW.

10.2 Waiver. Except as otherwise set forth in the Master Agreement, no waiver of any Agreement right shall be effective unless in writing signed by an authorized representative of the waiving party. No waiver of a right arising from any breach or failure to perform shall be deemed a waiver of any future right.

10.3 Binding Effect/Assignment. This Agreement is binding upon the parties' respective representatives, successors, and assigns. Except as otherwise set forth in the Master Agreement, neither party shall transfer or assign this Agreement without the prior written consent of the other party. However, neither party shall unreasonably withhold consent to an assignment of this Agreement.

10.4 Amendment. This Agreement may be modified only by a written addendum signed by authorized signatories of BIS and State. A SOW may be modified only by a written addendum or change order signed by authorized signatories of BIS And Customer

Exhibit C

AX Arsenal		Description	Unit Price	Standard Support	Platinum Support
BIS-AR-AUD	Auditor		\$8,000.00	\$1,600.00	\$2,400.00
BIS-AR-BUD2	Bundle 2 Arsenal Products		\$14,000.00	\$2,800.00	\$4,200.00
BIS-AR-BUD3	Bundle 3 Arsenal Products		\$18,000.00	\$3,600.00	\$5,400.00
BIS-AR-BUD4	Bundle 4 Arsenal Products		\$20,000.00	\$4,000.00	\$6,000.00
BIS-AR-EML	Emailer		\$8,000.00	\$1,600.00	\$2,400.00
BIS-AR-PUR	Purger		\$8,000.00	\$1,600.00	\$2,400.00
BIS-AR-INT	SharePoint Integrator		\$8,000.00	\$1,600.00	\$2,400.00
Directory Watcher		Description	Unit Price	Standard Support	Platinum Support
BIS-02-DWAXCON	Directory Watcher AX Connector		\$1,500.00	\$300.00	\$450.00
BIS-02-DWEXGCON	Directory Watcher Exchange Connector		\$1,500.00	\$300.00	\$450.00
BIS-02-DWKFXCON	Directory Watcher Kofax Connector		\$1,500.00	\$300.00	\$450.00
BIS-02-DWSERVER	Directory Watcher Server License		\$5,000.00	\$1,000.00	\$1,500.00
MasterScan		Description	Unit Price	Standard Support	Platinum Support
BIS-MS-ACE	MasterScan ACE Release		\$5,000.00	\$1,000.00	\$1,500.00
BIS-02-MSASSIM	MasterScan Data Assimilation (Includes 1 Driver)		\$2,500.00	\$500.00	\$750.00
BIS-02-MSASSIMDR	MasterScan Data Assimilation Additional Driver		\$2,000.00	\$400.00	\$600.00
BIS-02-MSDESKTOP	MasterScan Desktop		\$1,500.00	\$300.00	\$450.00
BIS-02-MSDIST	MasterScan Media Distribution		\$2,500.00	\$500.00	\$750.00
BIS-02-MSWEBTL	Masterscan Web Tools		\$5,000.00	\$1,000.00	\$1,500.00
BIS-02-MSWFCL	Masterscan Workflow Client		\$500.00	\$100.00	\$150.00
BIS-02-MSWFSRV	Masterscan Workflow Server		\$5,000.00	\$1,000.00	\$1,500.00
MAX		Description	Unit Price	Standard Support	Platinum Support
BIS-02-MAXCPNT01	MAX Capture Print Driver		\$500.00	\$100.00	\$150.00
BIS-02-MAXCPNT05	MAX Capture Print Driver - 5 Pak		\$1,750.00	\$350.00	\$525.00
BIS-02-MAXCPNT10	MAX Capture Print Driver - 10 Pak		\$3,000.00	\$600.00	\$900.00
BIS-02-MAXCPNT25	MAX Capture Print Driver - 25 Pak		\$6,250.00	\$1,250.00	\$1,875.00
BIS-02-MAXIOS01	MAX iOS Client		\$500.00	\$100.00	\$150.00
BIS-02-MAXIOS05	MAX iOS Client - 5 Pak		\$1,750.00	\$350.00	\$525.00
BIS-02-MAXIOS10	MAX iOS Client - 10 Pak		\$3,000.00	\$600.00	\$900.00
BIS-02-MAXIOS25	MAX iOS Client - 25 Pak		\$6,250.00	\$1,250.00	\$1,875.00
BIS-02-MAXRMG01	MAX Rimage Print Driver		\$1,500.00	\$300.00	\$450.00
BIS-02-MAXRMG05	MAX Rimage Print Driver - 5 Pak		\$5,250.00	\$1,050.00	\$1,575.00
BIS-02-MAXRMG10	MAX Rimage Print Driver - 10 Pak		\$9,000.00	\$1,800.00	\$2,700.00
BIS-02-MAXRMG25	MAX Rimage Print Driver - 25 Pak		\$18,750.00	\$3,750.00	\$5,625.00
ReelView		Description	Unit Price	Standard Support	Platinum Support
BIS-RV-SRV-01	Reelview Server License		\$5,000.00	\$1,000.00	\$1,500.00
BIS-RV-SRV-02	Reelview User		\$200.00	\$40.00	\$60.00
Grooper Content Manager		Description	Unit Price	Standard Support	Platinum Support
BISFBOACC5	GCM - CC Users - 5 User Concurrent Enterprise		\$28,980.00	\$5,796.00	\$8,694.00
BISFBOACC10	GCM - CC Users - 10 User Concurrent Enterprise		\$49,500.00	\$9,900.00	\$14,850.00
BISFBOACC15	GCM - CC Users - 15 User Concurrent Enterprise		\$61,050.00	\$12,210.00	\$18,315.00
BISFBOACC20	GCM - CC Users - 20 User Concurrent Enterprise		\$77,000.00	\$15,400.00	\$23,100.00
BISFBOACC25	GCM - CC Users - 25 User Concurrent Enterprise		\$93,500.00	\$18,700.00	\$28,050.00
BISFBOACC30	GCM - CC Users - 30 User Concurrent Enterprise		\$107,250.00	\$21,450.00	\$32,175.00
BISFBOACC35	GCM - CC Users - 35 User Concurrent Enterprise		\$115,500.00	\$23,100.00	\$34,650.00
BISFBOACC40	GCM - CC Users - 40 User Concurrent Enterprise		\$123,200.00	\$24,640.00	\$36,960.00
BISFBOACC45	GCM - CC Users - 45 User Concurrent Enterprise		\$133,650.00	\$26,730.00	\$40,095.00
BISFBOACC50	GCM - CC Users - 50 User Concurrent Enterprise		\$143,000.00	\$28,600.00	\$42,900.00
BISFBOA250	GCM - Unlimited Users - 250,000 Enterprise		\$32,292.00	\$6,458.40	\$9,687.60
BISFBOA500	GCM - Unlimited Users - 500,000 Enterprise		\$44,402.00	\$8,880.40	\$13,320.60
BISFBOA1000	GCM - Unlimited Users - 1,000,000 Enterprise		\$56,294.00	\$11,258.80	\$16,888.20
BISFBOA2000	GCM - Unlimited Users - 2,000,000 Enterprise		\$71,042.00	\$14,208.40	\$21,312.60
BISFBOA5000	GCM - Unlimited Users - 5,000,000 Enterprise		\$88,803.00	\$17,760.60	\$26,640.90
BISFBOA10000	GCM - Unlimited Users - 10,000,000 Enterprise		\$113,850.00	\$22,770.00	\$34,155.00
BISFBOA20000	GCM - Unlimited Users - 20,000,000 Enterprise		\$142,313.00	\$28,462.60	\$42,693.90

Grooper	Description	Unit Price	Standard Support	Platinum Support
GRP-SCVL-A-200K	Grooper - 200K Annual Page Volume with 2 OCR Included	\$30,000.00	\$6,000.00	\$9,000.00
GRP-SCVL-A-500K	Grooper - 500K Annual Page Volume with 4 OCR Included	\$48,000.00	\$9,600.00	\$14,400.00
GRP-SCVL-A-1M	Grooper - 1M Annual Page Volume with 8 OCR Included	\$71,000.00	\$14,200.00	\$21,300.00
GRP-SCVL-A-2M	Grooper - 2M Annual Page Volume with 16 OCR Included	\$135,000.00	\$27,000.00	\$40,500.00
GRP-SCVL-A-5M	Grooper - 5M Annual Page Volume with 24 OCR Included	\$325,000.00	\$65,000.00	\$97,500.00
GRP-TERM-A-200K	Grooper - 200K Annual Page Volume with 2 OCR Included - Annual Term	\$18,000.00	N/A	Included
GRP-TERM-A-500K	Grooper - 500K Annual Page Volume with 4 OCR Included - Annual Term	\$30,000.00	N/A	Included
GRP-TERM-A-1M	Grooper - 1M Annual Page Volume with 8 OCR Included - Annual Term	\$45,000.00	N/A	Included
GRP-TERM-A-2M	Grooper - 2M Annual Page Volume with 16 OCR Included - Annual Term	\$87,000.00	N/A	Included
GRP-TERM-A-5M	Grooper - 5M Annual Page Volume with 24 OCR Included - Annual Term	\$198,000.00	N/A	Included
GRP-OCRCC	Grooper - Concurrent OCR Process	\$250.00	\$50.00	\$75.00
GRP-SCVL-A-69	Grooper - STATE OF OKLAHOMA CAPTURE REPLACEMENT	\$0.00	\$0.00	\$0.00
GRP-SIGN-XMLEXP	Grooper - GrooperSign XML Export	\$5,000.00	\$1,000.00	\$1,500.00
GRP-SIGN	GrooperSign	\$25,000.00	\$5,000.00	\$7,500.00
Grooper Architect Training	Grooper Architect Training (per person)	\$5,000.00	N/A	N/A
Grooper Consultant Training	Grooper Consultant Training (per person)	\$10,000.00	N/A	N/A
Grooper Engineer Training	Grooper Engineer Training (per person)	\$15,000.00	N/A	N/A
GRPCONTMDLOG	Grooper Content Model 10% Discount from MSRP		20%	29%
Grooper - as a service	Description	Unit Price		
GRP-SCVL-A-200K	Grooper - 200K Annual Page Volume with 2 OCR Included	\$38,400.00		
GRP-SCVL-A-500K	Grooper - 500K Annual Page Volume with 4 OCR Included	\$61,440.00		
GRP-SCVL-A-1M	Grooper - 1M Annual Page Volume with 8 OCR Included	\$90,880.00		
GRP-SCVL-A-2M	Grooper - 2M Annual Page Volume with 16 OCR Included	\$172,800.00		
GRP-SCVL-A-5M	Grooper - 5M Annual Page Volume with 24 OCR Included	\$416,000.00		
Data Migration	Description	Unit Price		
	Scanning Services			
	Up to 8.5X11, 8.5X14, 11X17 paper size			
	Black and White – Tiff, BMP, PDF			
	200 dpi	\$ 0.04 Per Image		
	300 dpi	\$ 0.04 Per Image		
	400 dpi	\$ 0.05 Per Image		
	500 dpi	\$ 0.06 Per Image		
	600 dpi	\$ 0.07 Per Image		
	Color – Tiff, JPEG, PDF			
	200 dpi	\$ 0.05 Per Image		
	300 dpi	\$ 0.05 Per Image		
	400 dpi	\$ 0.08 Per Image		
	500 dpi	\$ 0.09 Per Image		
	600 dpi	\$ 0.10 Per Image		
	Searchable PDF Output	\$ 0.015 Per Image		
	Large Size/Format Drawings			
	C Size	\$ 0.60 Per Image		
	D Size	\$ 0.85 Per Image		
	E Size	\$ 1.00 Per Image		
	200 dpi	\$ 0.10 Per Image		
	300 dpi	\$ 0.15 Per Image		
	400 dpi	\$ 0.25 Per Image		
	500 dpi	\$ 0.35 Per Image		
	600 dpi	\$ 0.45 Per Image		
	Book and Manuscripts			
	Books and Manuscripts - Bound	\$ 1.25 Per Page		
	Mastering images to disk			
	DVD or External Hard Drive	\$ 0.005 Per Image		
	Per DVD	\$ 20.00 Per DVD		
	External Hard Drive	\$ Based on Type of Hard Drive – Padlock etc.		

	Document Preparation			
	Standard Document Clean Up	Per hour \$ 25.50		
	Advanced Document Preparation	Per hour \$ 27.50		
	Re-Preparation	Per hour \$ 25.50		
	Doc Type Recognition	Per hour \$ 32.50		
	Content Document Recognition	Per hour \$ 35.50		
	Data Entry			
	Key from Paper	Per hour \$ 30.50		
	Key from Image (paper, microfilm, data)	Per hour \$ 30.50		
	Database Match and Merge Validation	Per hour \$ 33.50		
	Domestic Indexing – Key from Image			
	Per Keystroke	\$ 0.013 Per Keystroke		
	Off-Shore Indexing – Key from Image			
	Per Keystroke	\$ 0.009 Per Keystroke		
	Reelview			
	16mm 100' Reel	\$20.00 Per Reel		
	16mm 215' Reel	\$40.00 Per Reel		
	35mm Reel	\$40.00 Per Reel		
	Conversions of microfilm frames to electronic images			
	16 mm 100' or 215' Roll Film	Per Image \$ 0.06		
	35 mm 100' Roll Film	Per Image \$ 0.15		
	16 mm Microfilm Jackets	Per Image \$ 0.20		
	35 mm Microfilm Jackets	Per Image \$ 0.40		
	16 mm Aperture Card – Multiple Images	Per Image \$ 0.70		
	35 mm Aperture Card	Per Image \$ 1.00		
	105 mm COM Fiche	Per Image \$ 0.15		
	SFTP Upload			
	Upload of data to SFTP/ECM	Per upload \$ 15.00		
		Per Gig \$ 50.00		
	Pull Requests - Based on Type of Request			
	Per Request with box content manifest	Per Request \$ 20.00		
	Per Request with no box content manifest	Per Hour \$ 27.50		
	Scan on Demand Per Request Per Image up to 11"x17"	Per Request Per Image \$.15		
	Confidential Destruction of Paper Documents			
	Standard Letter/Legal Box	Per Box \$ 7.00		
	25" Bankers Box	Per Box \$ 10.00		
	Scanning Services Discounts	5% to 25% off MSRP		
	Scanning Services Discounts are based on Agency Requirements, Type of Documents, Condition of Documents, Location, Volumes and SLA's.			

Custom Modules	Description	Unit Price	Standard Support	Platinum Support
BIS-SW-SUP-001	Software - Support / Integration	\$1,500.00	\$150.00	\$200.00
BIS-HW-SUP-002	Hardware -Support / Integration	\$1,500.00	\$150.00	\$200.00
Scanning Devices	Description	Unit Price	Standard Support	Platinum Support
BIS-HW-PRD-001	Scanning Devices 10% Discount from MSRP	\$0.00	\$0.00	\$0.00
Cloud Kiosk	Cloud Kiosk Scanning System	\$3,275.00	\$655.00	\$982.50
Bundles	Description	Unit Price	Standard Support	Platinum Support
CANBUNXSML	X-Small Bundle Description	\$57,695.00	\$11,539.00	\$17,308.50
	DR-M1060, 60ppm,120ipm			
	Grooper - 200K Annual Page Volume with			
	AppXtender Server Core Package - 5 CC User Pack			
	Professional Services - Up to 2 Weeks			
CANBUNSML	Small Bundle Description	\$59,495.00	\$11,899.00	\$17,848.50
	DR6030C, 80ppm/160ipm			
	Grooper - 200K Annual Page Volume			
	AppXtender Server Core Package - 5 CC User Pack			
	Professional Services - Up to 2 Weeks			
CANBUNMED	Medium Bundle Description	\$150,495.00	\$30,099.00	\$45,148.50
	DR-G1100, 100ppm/200ipm			
	Grooper - 1M Annual Page Volume			
	AppXtender Server Core Package - 25 CC User Pack			
	Professional Services - Up to 4 Weeks			
CANBUNLG	Large Bundle Description	\$337,495.00	\$67,499.00	\$101,248.50
	DR-X10CII, 130ppm/260ipm			
	Grooper - 2M Annual Page Volume			
	AppXtender Server Core Package - 75 CC User Pack			
	Professional Services - Up to 8 Weeks			
CANBUNXLG	Extra-Large Bundle Description	\$617,490.00	\$123,498.00	\$185,247.00
	(2) DR-X10CII, 130ppm/260ipm			
	Grooper - 5M Annual Page Volume with 24 OCR Included			
	(2) AppXtender Server Core Package - 75 CC User Pack			
	Professional Services - Up to 8 Weeks			

Legacy Support	Description			
	ApplicationXtender Server - 1 CC USER	N/A	N/A	\$839.72
	ApplicationXtender Server - 3 CC USER	N/A	\$1,494.00	\$2,324.00
	ApplicationXtender Web Access .NET PAL - 5000 USERS	N/A	N/A	\$231,000.00
	ApplicationXtender IMAGE CAPTURE SERVER CC ST (SX)	N/A	N/A	\$139.72
	ApplicationXtender PROINDEX FULL TEXT CLIENT - 1 CC USER	N/A	\$36.00	\$55.72
	ApplicationXtender ProIndex Full Text Server	N/A	\$540.00	N/A
	ApplicationXtender Software Retention Management	N/A	N/A	\$1,400.00
	ApplicationXtender SPI Package	N/A	N/A	\$2,240.00
	APPLICATIONXTENDER WEB SERVICES	N/A	N/A	\$2,800.00
	PEGASUS SCANFIX FOR APPLICATIONXTENDER	N/A	\$13.50	\$21.00
	RECORDS MANAGER FOR APPLICATIONXTENDER	N/A	N/A	\$112.00
	Verity K2 Client - 1 CC User	N/A	54	\$84.00
	Verity K2 Server	N/A	\$720.00	\$1,120.00
	Canon CD-4050 Scanner	N/A	\$1,111.76	\$1,966.96
	Canon CD-4070NW Scanner	N/A	\$961.35	\$1,700.85
	Canon CR-190i Scanner	N/A	\$389.35	\$688.85
	Canon CR-25 Check Scanner	N/A	\$103.35	\$182.85
	Canon CR-55 Check Scanner	N/A	\$129.35	\$228.85
	Canon CR-80 Scanner	N/A	\$129.35	\$228.85
	Canon DR-2020U Scanner	N/A	\$90.35	\$159.85
	Canon DR-2510C Scanner	N/A	\$103.35	\$182.85
	Canon DR-2580C Scanner	N/A	\$142.35	\$251.85
	Canon DR-3010C Scanner	N/A	\$142.35	\$251.85
	Canon DR-3020 Scanner	N/A	\$621.14	\$1,098.94
	Canon DR-3080C Scanner	N/A	\$474.50	\$908.50
	Canon DR-3080CII Scanner	N/A	\$428.35	\$757.85
	Canon DR-4010C Scanner	N/A	\$389.35	\$688.85
	Canon DR-5010C Scanner	N/A	\$584.35	\$1,033.85
	Canon DR-5020 Scanner	N/A	\$831.35	\$1,470.85
	Canon DR-5060F Scanner	N/A	\$2,190.50	\$3,875.50
	Canon DR-6030C Scanner	N/A	\$584.35	\$1,033.85
	Canon DR-6050C Scanner	N/A	\$750.75	\$1,328.25
	Canon DR-6080 Scanner	N/A	\$982.80	\$1,738.80
	Canon DR-7080C Scanner	N/A	\$1,039.35	\$1,838.85
	Canon DR-7550C Scanner	N/A	\$880.75	\$1,558.25
	Canon DR-7580 Scanner	N/A	\$982.80	\$1,738.80
	Canon DR-9050C Scanner	N/A	\$1,296.75	\$2,294.25
	Canon DR-9080C Scanner	N/A	\$1,296.75	\$2,294.25
	Canon DR-C240 Scanner -	N/A	\$103.35	\$182.85
	Canon DR-M160 Scanner	N/A	\$168.35	\$297.85
	Canon DR-M160II Scanner	N/A	\$155.35	\$274.85
	Canon DR-X10C Scanner	N/A	\$2,339.35	\$4,138.85
	Canon MP-60 Reader Printer	N/A	\$1,000.00	\$1,769.23
	Canon MP90 Reader Printer	N/A	\$850.00	\$1,500.00
	Canon MS-300 Scanner –	N/A	\$1,000.00	\$1,769.23
	Canon MS-300II Scanner	N/A	\$900.00	\$1,592.31
	Canon MS-350 Scanner	N/A	\$779.35	\$1,378.85
	Canon MS-400 Scanner	N/A	\$709.80	\$1,255.80
	Canon MS-500 Scanner	N/A	\$1,000.00	\$1,500.00
	Canon MS-800 Scanner	N/A	\$935.00	\$1,654.23
	Canon PC80 Scanner	N/A	\$1,200.00	\$2,123.08
	Image vol image/yr	N/A	N/A	\$0.00
	Remote Site	N/A	N/A	\$600.00
	Remote Full Station	N/A	N/A	\$298.50
	Full Station	N/A	N/A	\$900.00
	VRS 4.x Basic	N/A	N/A	\$66.00
	VRS 4.x Professional	N/A	N/A	\$130.00
	VRS Elite Production	N/A	N/A	\$735.00
	VRS Elite Workgroup	N/A	N/A	\$435.00
	S1 Email Management - MS Exchange 1-5000 USER	N/A	N/A	\$8.12

	CGA board & VRS 4.x Professional -	N/A	N/A	\$765.00
	CGA board only -	N/A	N/A	\$600.00
	DISKXTENDER FOR WINDOWS FILE SYSTEM MGR SERVER	N/A	N/A	\$2,520.00
	EMC SOURCEONE DISCOVERY MANAGER	N/A	N/A	\$8.40
Unity	Description	Monthly Cost Per User		Add - Server Annually / User
	Unity 7 Term Model Per User	\$45.00		\$93.00
PDFfiller	Unit	QB Description	Unit Price	Cap
PDFfiller Enterprise Annual	user	Custom enterprise annual subscriptions	\$240.00	100 forms per month
PDFfiller Enterprise Annual Starter	pack	Annual PDFfiller Enterprise subscription 10-user starter pack	\$1,000.00	1000 forms per month
SignNow Enterprise Annual	user	Annual SignNow Enterprise subscription	\$240.00	
SignNow Enterprise Annual Starter	pack	Annual SignNow Enterprise subscription 10-user starter pack	\$2,000.00	
SignNow Enterprise Appliance Annual	user	Annual SignNow Enterprise Appliance subscription User	\$240.00	
Dadadocs	user	Annual Dadadocs subscription	\$240.00	
Dadadocs Annual Starter	pack	Annual Dadadocs Enterprise subscription 10-user starter pack	\$2,000.00	
PDFfiller API Annual Silver	year	Annual PDFfiller Silver API subscription	\$500.00	100 forms per month
PDFfiller API Annual Gold	year	Annual PDFfiller Gold API subscription	\$1,500.00	350 forms per month
PDFfiller API Annual Platinum	year	Annual PDFfiller Platinum API subscription	\$2,500.00	700 forms per month
PDFfiller API Annual Titanium	year	Annual PDFfiller Titanium API subscription	\$5,000.00	1,600 forms per month
SignNow API Annual	env	Annual SignNow API subscription	\$1.00	XX forms per month
SignNow API Usage	env	SignNow API per envelope usage	\$1.00	
Form Import	page	Form creation or enablement (per page)	\$2.50	
Off-Site Service Day	day	One day of off-site professional services	\$1,800.00	
On-Site Service Day	day	One day of on-site professional services. Travel to be reimbursed separately.	\$2,400.00	
Xtender	Description	Unit Price	Standard Support	Platinum Support
	AppXtender Server - 5 CC User Pack=UB	\$7,500.00	\$1,500.00	\$2,250.00
	AppXtender Server - 25 CC User Pack=UB	\$37,500.00	\$7,500.00	\$11,250.00
	AppXtender Server - 75 CC User Pack=UB	\$112,500.00	\$22,500.00	\$33,750.00
	APPLICATIONXTENDER OCR SERVER	\$2,000.00	\$400.00	\$600.00
	ApplicationXtender xPlore Full Text 5 CC User	\$1,500.00	\$300.00	\$450.00
	ApplicationXtender xPlore Full Text Server	\$4,000.00	\$800.00	\$1,200.00
	ApplicationXtender WEB PUBLIC ACCESS - 5 CC USER PACK	\$1,750.00	\$350.00	\$525.00
	ApplicationXtender WEB PUBLIC ACCESS - 25 CC USER PACK	\$8,750.00	\$1,750.00	\$2,625.00
	ApplicationXtender WEB PUBLIC ACCESS - 75 CC USER PACK	\$26,250.00	\$5,250.00	\$7,875.00
	ApplicationXtender CAPTURE PACKAGE	\$700.00	\$140.00	\$210.00
	ApplicationXtender CONNECTOR - 5 CC USERS	\$2,500.00	\$500.00	\$750.00
	ApplicationXtender CONNECTOR - 25 CC USERS	\$12,500.00	\$2,500.00	\$3,750.00
	ApplicationXtender CONNECTOR -75 CC USERS	\$37,500.00	\$7,500.00	\$11,250.00
	REPORTS MANAGEMENT PACKAGE	\$10,000.00	\$2,000.00	\$3,000.00
	ApplicationXtender WORKFLOW MANAGER - 5 CC USER PACK	\$5,500.00	\$1,100.00	\$1,650.00
	ApplicationXtender WORKFLOW MANAGER - FORMS	\$2,500.00	\$500.00	\$750.00
	ApplicationXtender WORKFLOW MANAGER SERVER	\$2,500.00	\$500.00	\$750.00
	IMAGE CAPTURE SERVER	\$90.00	\$18.00	\$27.00
	APPLICATIONXTENDER REPORTS MANAGEMENT ADD-ON - BI GATEWAY	\$5,000.00	\$1,000.00	\$1,500.00
	APPLICATIONXTENDER REPORTS MANAGEMENT ADD-ON - AFP	\$30,000.00	\$6,000.00	\$9,000.00
	APPLICATIONXTENDER REPORTS MANAGEMENT ADD-ON - METACODE	\$30,000.00	\$6,000.00	\$9,000.00
	APPLICATIONXTENDER REPORTS MANAGEMENT ADD-ON - PCL	\$300.00	\$60.00	\$90.00

UI PATH	Description	Unit Price	Standard Support	Platinum Support
	Studio single developer license	\$3,000	\$600.0	\$900.0
	Studio Node Lock/single machine multiple user	\$5,000	\$1,000.0	\$1,500.0
	Orchestrator BOT controller/5 Tenantes manages up to 150 bots. Needed for attended bots	\$20,000	\$4,000.0	\$6,000.0
	UI Path - Unattended Bot	\$8,000	\$1,600.0	\$2,400.0
	UI Path - Attended BOT	\$1,200	\$240.0	\$360.0
	UI Path - Concurrent BOT	\$2,000	\$400.0	\$600.0
Services	Product Description	Unit Price		
BIS-PS-01	Professional Services - Consulting (per hour)	\$225.00		
BIS-PS-02	Professional Services - Integration (per hour)	\$225.00		
BIS-PS-03	Professional Services - Developer (per hour)	\$225.00		
BIS-PS-04	Professional Services - Infrastructure (per hour)	\$225.00		
BIS-MT-01	Support Technician (per hour)	\$225.00		
Application Architect Training	Application Architect Training (per person)	\$5,000.00		
Application Consultant Training	Application Consultant Training (per person)	\$10,000.00		
Application Engineer Training	Application Engineer Training (per person)	\$15,000.00		