



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES LLC
RESULTING FROM SOLICITATION NO. 0900000251**

This Addendum 2 (“Addendum 2”) is an Amendment to the Contract awarded to ENA Services LLC (“ENA”) in connection with Solicitation No. 0900000251 (“Solicitation”) and is effective January 10, 2019.

Recitals

Whereas, the State issued a Solicitation for proposals to provide Managed Internet Broadband Services, as more particularly described in the Solicitation;

Whereas, ENA submitted a proposal which contained exceptions to the Solicitation terms and various other Contract Documents;

Whereas, the State and ENA negotiated certain terms of the Contract, as more particularly described in Addendum 1; and

Whereas, the State and ENA have negotiated terms for additional services, as more particularly described herein.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

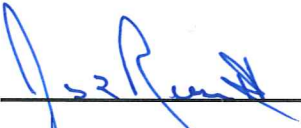
This Addendum 2 memorializes the agreement of the parties with respect to the terms of the added services. The parties agree that ENA has not yet begun performance of work contemplated by this Addendum 2.

2. Negotiated and Pre-Existing Documents of the Contract.


2.1. The parties have negotiated certain terms of the Contract as follows:

- i. revisions to the ENA TrustVault and ENA TrustBackup Service Agreement as contained in Attachment A to this Addendum 2;
 - ii. revisions to the ENA TrustVault Service Level Agreement as contained in Attachment B to this Addendum 2;
 - iii. revisions to the ENA TrustBackup Service Level Agreement as contained in Attachment C to this Addendum 2;
 - iv. revisions to the Emerging Technologies Description and Pricing document as contained in Attachment D to this Addendum 2; and
 - v. the Hosting Agreement as contained in Attachment E to this Addendum 2.
- 2.2. The parties agree that the terms of Addendum 1 and the Unified Master Service Agreement remain in full force and effect unless expressed otherwise in this Addendum 2.
- 2.3. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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

By: 
Name: James L. Reese, II
Title: Chief Information Officer
Date: 2/1/19

ENA Services LLC

By: 
Name: Kathryn K. Ganier
Title: General Counsel
Date: January 29, 2019

**ATTACHMENT A TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000251**

The **ENA TrustVault and ENA TrustBackup Terms of Service Agreement** (“Agreement”) is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

ENA TrustVault and ENA TrustBackup Terms of Service Agreement

This Terms of Service Agreement (“Agreement”) is a contract document stemming from Solicitation No. 0900000251 Oklahoma Statewide Contract No. 1058 (“SW1058” or “Contract”) between the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”) and ENA Services LLC (“ENA”) and shall govern Client’s use of ENA TrustVault and/or ENA TrustBackup (as applicable, the “Services”). For purposes of this Agreement, the term “Client” shall refer to any State Entity, or Interlocal Entity, as defined in the Solicitation, authorized to utilize the Contract. The State bears no liability for the Client or User’s actions and the privies of this Agreement exist solely between ENA and Client. In this Agreement, “User” shall mean any individual or legal entity, authorized by Client, that uses or accesses the Services directly from Client. This Agreement supplements the terms of the Unified Master Service Agreement (“MSA”), in the event of a conflict between this Agreement and the MSA, this Agreement shall control. Unless otherwise indicated herein, the capitalized terms used in this Agreement, without definitions, shall have the respective meanings specified in the MSA attached to Addendum 1 dated October 26, 2017.

1. Limitation on Backup and Storage Services.

1.1 The Services include functionality that enables Users to copy, maintain, sync, transfer and upload certain User Content, such as text, graphics, photos, videos, presentations and other materials or information. Client represents and warrants that its use of the ENA website, portals, Services, and the technology related thereto, shall not (i) knowingly interfere with the proper working of the Services or knowingly impose an unreasonably large load on ENA’s infrastructure; (ii) knowingly give rise to civil or criminal liability, e.g. defamatory, threatening, pornographic, indecent, abusive, libelous or otherwise objectionable actions; (iii) knowingly violate or infringe upon any third party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; (iv) knowingly initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware,

1.2 Client acknowledges and agrees that certain User Content may not be available or restorable if:

- (a) the Services have not completed copying, syncing, transferring, or uploading (collectively, “Backup”) User Content;
- (b) for files, folders, databases, servers, or drives that the Services do not automatically back up pursuant to the documentation, a User does not manually select for Backup or a User deselects certain files, folders, devices, databases, servers or drives for backup;
- (c) a User deletes certain User Content from User’s device and does not restore it after deletion pursuant to the applicable data retention policies, or a User deletes a device, database, drive, or server from the User’s Account;
- (d) a User moves User Content to a location on a User’s device that is not automatically scanned to select files for Backup, or a User upgrades or otherwise modifies a User’s device or operating system resulting in changes to a User’s file mapping;
- (e) a User’s content is corrupted;
- (f) a User’s device is unable to access the internet or has experienced intermittent or slow internet connection, or is otherwise unable to connect to the necessary servers or networks;

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STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
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- (g) a User failing to follow ENA’s requirements and the documentation for utilizing the Services, including upgrading the Services or failing to periodically test Backups and restores or to ensure that certain User Content is backed up; or
- (h) the Services are terminated or not renewed, or a User’s access to the Services has otherwise been terminated or suspended.

2. **Service Level Objectives.** ENA warrants that the Services will meet the terms of the Service Level Agreements (“SLA”) attached to Addendum 2, Attachments B and C, for these Services and the terms of the Contract. The foregoing warranty does not cover any use in violation of the Contract.

**ATTACHMENT B TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000251**

The **ENA TrustVault Service Level Agreement (“SLA”)** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

ENA TrustVault Service Level Agreement

This Service Level Agreement (“SLA”) is provided to (“Client”), who may purchase cloud services from ENA Services, LLC (“ENA”). Unless otherwise indicated herein, the capitalized terms used in this Agreement, without definitions, shall have the respective meanings specified in the MSA attached to Addendum 1 dated October 26, 2017.

Definitions

- “ENA TrustVault Storage Instance” refers to the logically configured storage resources assigned to Client in ENA TrustVault.
- “Available” means Client data is Accessible within their ENA TrustVault Storage Instance.
- “Accessible” means data can be read and modified (i) programmatically via the platform API, or (ii) online via my.ena.com.
- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustVault was “Unavailable.” Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustVault SLA Exclusions (defined below)
- A “Service Credit” is a dollar credit, calculated as set forth below, that ENA may credit back to a Client for downtime that violates ENA’s Service Commitment and is not a result directly or indirectly of any ENA TrustVault SLA Exclusions (defined below).
- “Unavailable” or “Unavailability” means Client’s data is not Accessible.
- “Minutes in the Month” is the total number of minutes in a given month.
- “Downtime” is the total accumulated minutes that are part of Minutes in the Month that data is not Accessible. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- “Incident” means (i) any single event, or (ii) any set of events, that result in Unavailability.
- “Standard Maintenance Window” occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time
- “Agreed Maintenance” refers to a service interruption for work that is requested by Client or agreed to by Client that is performed outside of the Standard Maintenance Window.
- “Planned Service Interruption” refers to any service interruption with at least 48 hours notice provided to the Client in advance of the start time of the interruption.

**ATTACHMENT B TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
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The **ENA TrustVault Service Level Agreement (“SLA”)** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

Service Commitment

ENA will use commercially reasonable efforts to ensure Client’s ENA TrustVault Storage Instance is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Client’s use of Single-Instance ENA TrustVault:

Service Credits

Service Credits are calculated as a percentage of the total monthly charges for Client’s ENA TrustVault instance for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Client is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month’s service cost in any one (1) calendar month.

Client must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred.

Credits will be applied to the total monthly service cost.

To receive a Service Credit, Client must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- Incident ticket number
- The dates and durations of each Incident Client is claiming
- Description of Client’s attempts to resolve the Incident at time of occurrence

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Client within one billing cycle following the month in which Client’s request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Client from receiving a Service Credit.

**ATTACHMENT B TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
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The **ENA TrustVault Service Level Agreement (“SLA”)** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

ENA TrustVault SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustVault, or any other performance issues: (i) caused by factors outside of ENA’s reasonable control, including any force majeure event, as more particularly described herein, or internet access related problems; (ii) that result from any deliberate actions of Client or any third party within Client’s direct control; (iii) that result from Client’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within ENA’s direct control); or (iv) that occur during a Standard Maintenance Window, Agreed Maintenance, or a Planned Service Interruption, where services are timely restored. If availability is impacted by factors other than those used in ENA’s Monthly Uptime Percentage calculation, then ENA may issue a Service Credit.

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 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. In the event that 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, Client may terminate a purchase order if ENA cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Client.

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in ENA’s systems or any of ENA’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to ENA’s systems; or (b) the delay or failure of ENA or subcontractor personnel to perform any obligation of ENA 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 ENA’s confidentiality, indemnification or data security and breach notification obligations set forth herein.

**ATTACHMENT C TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000251**

The **ENA TrustBackup Service Level Agreement** (“SLA”) is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

ENA TrustBackup Service Level Agreement

This Service Level Agreement (“SLA”) is provided to (“Client”), who may purchase cloud services from ENA Services, LLC (“ENA”). Unless otherwise indicated herein, the capitalized terms used in this Agreement, without definitions, shall have the respective meanings specified in the MSA attached to Addendum 1 dated October 26, 2017.

Definitions

- “ENA TrustBackup Service Instance” refers to the software agents and logically configured storage resources assigned to Client within ENA TrustBackup.
- “Available” means the Data Backup Function and the Data Restore Function can be executed within Client’s ENA TrustBackup Service Instance.
- “Data Backup Function” refers to the set of features within Client’s ENA TrustBackup Service Instance that is used to backup Client’s data.
- “Data Restore Function” refers to the set of features within Client’s ENA TrustBackup Service Instance that is used to restore Client’s backup data.
- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustBackup was “Unavailable.” Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustBackup SLA Exclusions (defined below)
- A “Service Credit” is a dollar credit, calculated as set forth below, that ENA may credit back to a Client for downtime that violates ENA’s Service Commitment and is not a result directly or indirectly of any ENA TrustBackup SLA Exclusions (defined below).
- “Unavailable” or “Unavailability” means the Backup Restore Function cannot be used.
- “Minutes in the Month” is the total number of minutes in a given month.
- “Downtime” is the total accumulated minutes that are part of Minutes in the Month that data is not Accessible. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- “Incident” means (i) any single event, or (ii) any set of events, that result in Unavailability.
- “Standard Maintenance Window” occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time

**ATTACHMENT C TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000251**

The **ENA TrustBackup Service Level Agreement (“SLA”)** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

- “Agreed Maintenance” refers to a service interruption for work that is requested by Client or agreed to by Client that is performed outside of the Standard Maintenance Window.
- “Planned Service Interruption” refers to any service interruption with at least 48 hours notice provided to the Client in advance of the start time of the interruption.

Service Commitment

ENA will use commercially reasonable efforts to ensure Client’s ENA TrustBackup Service Instance is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Client’s use of Single-Instance ENA TrustBackup:

Service Credits

Service Credits are calculated as a percentage of the total monthly charges for Client’s ENA TrustBackup Service Instance for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Client is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month’s service cost in any one (1) calendar month.

Client must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred.

Credits will be applied to the total monthly service cost.

To receive a Service Credit, Client must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- Incident ticket number
- The dates and durations of each Incident Client is claiming
- Description of Client’s attempts to resolve the Incident at time of occurrence

**ATTACHMENT C TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000251**

The **ENA TrustBackup Service Level Agreement (“SLA”)** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Client within one billing cycle following the month in which Client’s request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Client from receiving a Service Credit.

ENA TrustBackup SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustBackup, or any other performance issues: (i) caused by factors outside of ENA’s reasonable control, including any force majeure event, as more particularly described herein, or internet access related problems; (ii) that result from any deliberate actions of Client or any third party within Client’s direct control; (iii) that result from Client’s equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within ENA’s direct control); or (iv) that occur during a Standard Maintenance Window, Agreed Maintenance, or a Planned Service Interruption, where services are timely restored. If availability is impacted by factors other than those used in ENA’s Monthly Uptime Percentage calculation, then ENA may issue a Service Credit.

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 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. In the event that 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, Client may terminate a purchase order if ENA cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Client.

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in ENA’s systems or any of ENA’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to ENA’s systems; or (b) the delay or failure of ENA or subcontractor personnel to perform any obligation of ENA 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 ENA’s confidentiality, indemnification or data security and breach notification obligations set forth herein.

**ATTACHMENT D TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000251**

The **ENA TrustVault and ENA TrustBackup Pricing** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

1. Cover Letter

September 20, 2018

Mr. Marc Brown
Contracting Officer
State of Oklahoma
Office of Management and Enterprise Services, Information Services Division
Solicitation #0900000251
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

**Re: State of Oklahoma Office of Management and Enterprise Services, Information Services Division,
Bid #0900000251 for Managed Internal Broadband Services, Emerging Technologies Amendment**

Dear Mr. Brown:

Education Networks of America® (ENA) appreciates the opportunity to offer The State of Oklahoma, Office of Management and Enterprise Services (OMES) ENA's requested additions under RFP Section A.44. Emerging Technologies. ENA is always developing and bringing innovative products and services to meet the evolving current and future needs of our customers. Since finalizing the contract with OMES, ENA has added two new emerging technologies to its product portfolio as outlined below.

Our Emerging Technologies for consideration to add to the contract are as follows:

- ◆ **ENA TrustBackup**, a file-level Backup as a Service (BaaS) solution that provides customers with cost-effective protection against the threat of data loss resulting from operational mishaps or malicious cyber threats.
- ◆ **ENA TrustVault**, a cloud-based storage platform that leverages an industry standard application program interface (API) for data access and management to provide customers with versatile, secure storage for a variety of use cases including offsite backups, content hosting, and static websites.

We are confident the Emerging Technologies we propose will be a great benefit for students, teachers and administration for K-12 schools, school districts and libraries with OMES.

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The **ENA TrustVault and ENA TrustBackup Pricing** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

Contact

Please also note that our principal contact for the OMES has changed. The principal contact for ENA's response is:

Aamir Ashiqali – Account Services Manager
Phone: (817) 717-4326
Cell: (469) 667-9720
E-mail: aashiqali@ena.com

We appreciate your consideration of our Emerging Technologies as additions to this contract. Please do not hesitate to contact Aamir or me if you have any questions or need clarification of any portion of ENA's response.

Sincerely,



Lillian Kellogg
Senior Vice President

**ATTACHMENT D TO ADDENDUM 2 TO
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The **ENA TrustVault and ENA TrustBackup Pricing** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

3. ENA Emerging Technologies

A. ENA TrustBackup Technical Solution

ENA TrustBackup is a file-level Backup as a Service (BaaS) solution that provides customers with cost-effective protection against the threat of data loss resulting from operational mishaps or malicious cyber threats. With our seamlessly integrated backup storage repository, customer's data backups stay safe and accessible in ENA's cloud.

Combining the best of all backup methodologies, ENA TrustBackup uses a "forever forward" approach to data backup. After the initial backup is performed, ENA TrustBackup efficiently backs up changed data only. Data collected from each backup run is merged into the original data register. This ensures that each restore point contains all the files and folders of a full backup and gives users the option to restore all data, select folders, or even a single data file.

ENA TrustBackup Feature Highlights

- ◆ Flexible administrative interface for creating and managing backup jobs, schedules, backup retention, and data restore activities
- ◆ Backup set feature that enables users to set backup parameters for multiple devices at a time
- ◆ Throttle capability that allows users to control and manage bandwidth usage
- ◆ Data compression and deduplication

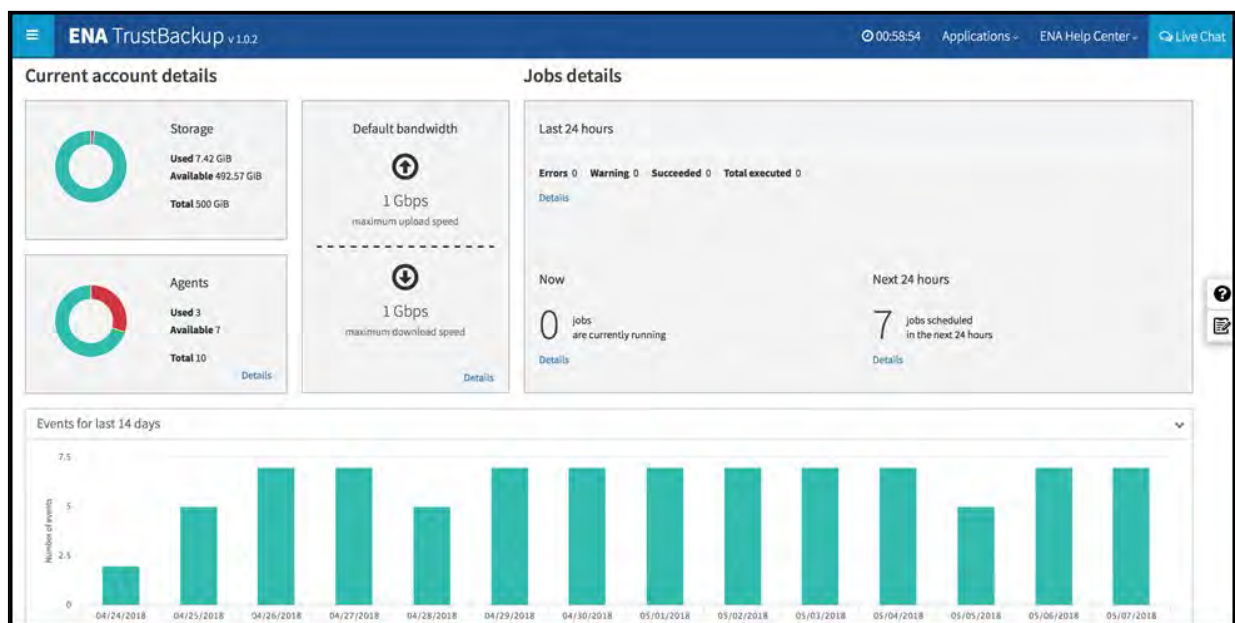


Figure 1: ENA TrustBackup Web Interface

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Security and Reliability

ENA TrustBackup protects your backup data so it remains private, secure, and available when you need it.

- ◆ **Data encryption at the source** – Advanced Encryption Standard (AES): 256-bit data encryption ensures backup data stays private in transit and at rest
- ◆ **Resilient, highly available storage** – Triple disk redundancy with built-in protection against data corruption to ensure data availability
- ◆ **Secure offsite backup repository** – Commercial-grade data center facilities built to meet enterprise requirements for security and availability
 - ◇ Hardened facilities with multi-layered security and access control procedures
 - ◇ Temperature and humidity controlled with a monitored building management system
 - ◇ Redundant HVAC (N+1), redundant UPS, and generator backup
 - ◇ Top of the line fire suppression system

ENA TrustBackup Service Commitment

While striving to attain a Service Level Objective of 100%, ENA guarantees that customer's backup data is available at least 99.9% of the time during any monthly billing cycle.

B. ENA TrustVault Technical Solution

ENA TrustVault is a cloud-based storage platform that leverages an industry standard application program interface (API) for data access and management to provide customers with versatile, secure storage for a variety of use cases including offsite backups, content hosting, and static websites. With our inclusive packaging and simplified monthly invoicing, ENA TrustVault is one of the most cost-effective storage options on the market.

ENA TrustVault Feature Highlights

- ◆ Leverages an established and reliable API for data access and management
- ◆ Web-based interface that enables customers to work with data online
- ◆ File upload drag and drop functionality
- ◆ File sharing capability with expiration options
- ◆ Flat-rate billing with no additional charge for ingress/egress traffic, data requests, or early data deletion
- ◆ Compatible with S3 clients and other S3-enabled software

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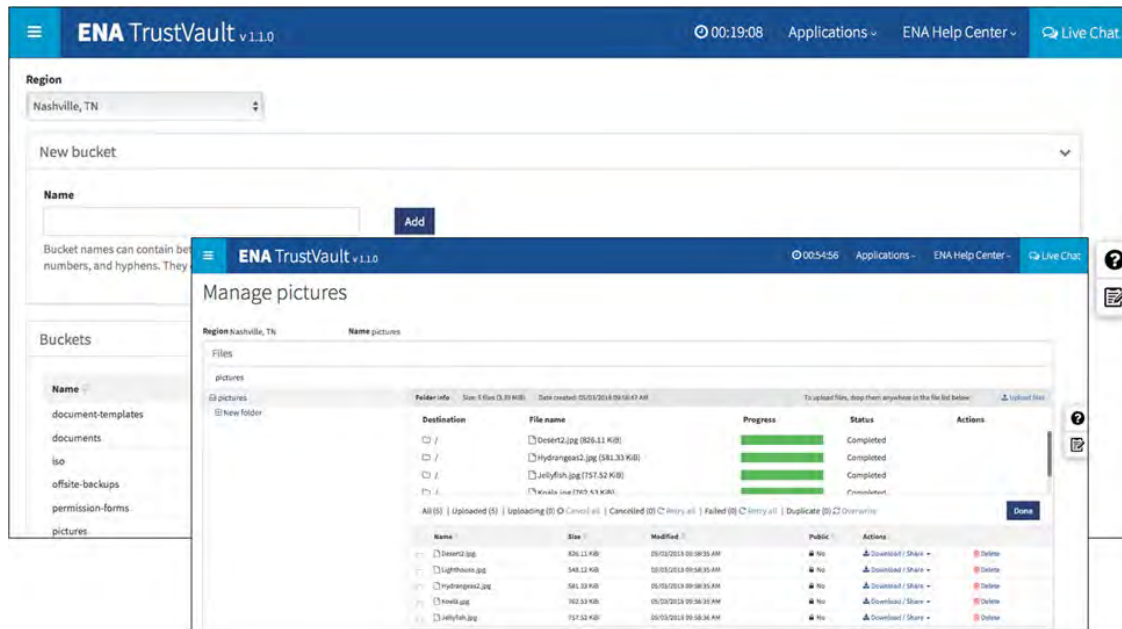


Figure 2: ENA TrustVault Web Interface

Security and Reliability

With features that enable IT organizations to meet their security and data availability objectives, customers can use ENA TrustVault with confidence and peace of mind.

- ◆ **Key management** – ENA TrustVault dynamically assigns unique Access and Secret keys for each user
- ◆ **Public files are flagged** – ENA TrustVault automatically flags files when permissions have been changed to “public”
- ◆ **Expiring URL links** – Enforced expiration for file shares via URL
- ◆ **Encryption enabled** – Compatible with Server-Side Encryption (SSE) with customer provided keys
- ◆ **Resilient, highly available storage** – Triple disk redundancy with built-in protection against data corruption to ensure data availability
- ◆ **Hosted in ENA’s secure private cloud** – ENA TrustVault is hosted in commercial grade data center facilities built to meet enterprise requirements for security and availability.
 - ◇ Hardened facilities with multi-layered security and access control procedures
 - ◇ Temperature and humidity controlled with a monitored building management system
 - ◇ Redundant HVAC (N+1), redundant UPS, and generator backup
 - ◇ Top of the line fire suppression system

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The **ENA TrustVault and ENA TrustBackup Pricing** is hereby amended as set forth below and supersedes all prior documents submitted by **ENA Services, LLC** or discussed by the parties

ENA TrustVault Service Commitment

While striving to attain a Service Level Objective of 100%, ENA guarantees that customer's data is available at least 99.9% of the time during any monthly billing cycle.

4. ENA Emerging Technologies Pricing

A. ENA TrustBackup and ENA TrustVault Services Pricing Summary

Part Number	Description	Unit of Measure	Cost
ENA TrustBackup			
TBKUP-1PROT-INSTANCE	Protected Instance (1 Server or 1 Workstation). Monthly recurring charge.	Protected Instance	\$5.00
TBKUP-1TB-STOR	1 TB Cloud Storage. Monthly recurring charge.	Cloud Storage	\$20.00
ENA TrustVault			
TVAULT-1TB-STOR	1 TB Cloud Storage. Monthly recurring charge.	Cloud Storage	\$20.00

ENA TrustBackup Pricing Footnotes

- ◆ All service pricing listed is per month and per unit. Pricing included above is for a 12-month term.
- ◆ There are currently no governmental fees applicable to the services requested. However, if such fees become applicable in the future, governmental fees (to the extent the customer is not exempt from such fees) including state, local, and federal taxes, fees, and similar are in addition to the above rates. These fees will be charged at the applicable rates set by governmental entities and are subject to change over the life of the service contract.
- ◆ Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered.

ENA TrustVault Pricing Footnotes

- ◆ All service pricing listed is per month and per unit. Pricing included above is for a 12-month term.
- ◆ There are currently no governmental fees applicable to the services requested. However, if such fees become applicable in the future, governmental fees (to the extent the customer is not exempt from such fees) including state, local, and federal taxes, fees, and similar are in addition to the above rates. These fees will be charged at the applicable rates set by governmental entities and are subject to change over the life of the service contract.
- ◆ Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered.

**ATTACHMENT E TO ADDENDUM 2 TO
STATE OF OKLAHOMA CONTRACT WITH ENA SERVICES, LLC
RESULTING FROM SOLICITATION NO. 0900000251**

HOSTING AGREEMENT

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900000251 (the “Contract”) and entered into between ENA Services LLC (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State” or “Customer”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement 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 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 access, 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

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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, FOIA 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 Vendor 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 Vendor is responsible for encryption of Personal Data.

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- c. Vendor represents and warrants to the Customer that the hosting equipment 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.

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. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. 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 a

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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 may not utilize such 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 Notification and Responsibilities: 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 making 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.

VI. Data Breach Notification and 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.

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- 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 – (2), (3) and (4) 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: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

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 General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk
405-521-2444
helpdesk@omes.ok.gov
Attn: Chief Information Security Officer

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

- a. The product and services provided under this Hosting Agreement 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, the Hosting Agreement 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

- a. 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 or other obligations 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

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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 under this Hosting Agreement, 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 the parties and the subsequent secure disposal of Customer 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.