State of Oklahoma
Office of Management and Enterprise Services

ADDENDUM 1 TO STATE OF OKLAHOMA CONTRACT WITH CLOUDDECK MEDIA LLC RESULTING FROM SOLICITATION NO. 0900000312

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to CloudDeck Media LLC ("CloudDeck") in connection with Solicitation 0900000312 ("Solicitation") and is effective February 26, 2019.

Recitals

Whereas, the State issued a Solicitation for proposals to provide unmanned aerial vehicle (UAVs), unmanned ground vehicles (UGVs) and unmanned underwater vehicles (UUVs) with the option of both remote operation and autonomous operation, and additionally, a drones as a service (DaaS) solution;

Whereas, the State and CloudDeck have negotiated the final terms under which CloudDeck will perform the Services under the Contract.

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 memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to CloudDeck as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

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

   i. the service level agreement as contained in Attachment A this Addendum;
   ii. the hosting agreement as contained in Attachment B to this Addendum; and
   iii. the Order Document for Aerial Services as contained in Attachment C to this Addendum.

2.2. 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: _____

Name: James L. Reese, II

Title: Chief Information Officer

Date: 2/26/2019

CloudDeck Media LLC

By: _____

Name: _____

Title: _____

Date: 2/26/2019

ATTACHMENT A TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
CLOUDDECK MEDIA LLC
RESULTING FROM SOLICITATION NO. 0900000312

Service Level Agreement (SLA)
for *OMES*
by
CloudDeck Media LLC

Effective Date: 5-31-2018

Document Owner:	CloudDeck Media LLC

Version

Version	Date	Description	Author
1.0	4-2-2018	Service Level Agreement	Grayson Estes
1.1	5-31-2018	Service Level Agreement Revised	Grayson Estes

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
CloudDeck Media	Service Provider		
OMES	Customer		

CloudDeck Media
1000 W. Wilshire, Suite 348
Oklahoma City, OK 73116

Solicitation 0900000312

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CloudDeck Media
1000 W. Wilshire, Suite 348
Oklahoma City, OK 73116

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between *CloudDeck Media LLC.* and Customer for the provisioning of IT services required to support and sustain the service of operational UAS and Data Processing Services.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.
This Agreement outlines the parameters of all UAS services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent UAS service support and delivery to the Customer(s) by the Service Provider(s).

The **goal** of this Agreement is to obtain mutual agreement for UAS service provision between the Service Provider(s) and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

3. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

UAS Service Provider(s): CloudDeck Media. ("Provider")
IT Customer(s): Customer ("Customer")

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The **Business Relationship Manager** ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: Tom Kilpatrick
Review Period: Bi-Yearly (6 months)
Previous Review Date: (Date of Execution.)
Next Review Date: 6 Months from (Date of Execution).

5. Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

5.1. Service Scope

The following Services are covered by this Agreement;

- Unmanned Aerial Services
- Monitored email support and phone *assistance* ***(extra costs apply)***
- Planned or Emergency Onsite assistance (extra costs apply)
- Monthly system health check of supporting infrastructure.

CloudDeck Media
1000 W. Wilshire, Suite 348
Oklahoma City, OK 73116

5.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service related incident or request.

5.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all requests CloudDeck Media accepts.

5.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

6. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related components.

6.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 5:00 P.M. Monday – Friday
    - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there may be a backup answer phone service

- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday
    - Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day

- Phone and Email response guaranteed within 72 hours during the business week

6.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Customer within the following time frames:

- 0-8 hours (during business hours) for issues classified as **High** priority.
- Within 48 hours for issues classified as **Medium** priority.
- Within 5 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

ATTACHMENT B TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
CLOUDDECK MEDIA LLC
RESULTING FROM SOLICITATION NO. 0900000312

This Hosting Agreement ("Hosting Agreement") is a Contract Document in connection with the Contract issued as a result of Solicitation No. 0900000312 (the "Contract") and entered into between CloudDeck Media 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 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, Vendor is responsible for encryption of Personal Data.

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 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.

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

<u>For immediate notice which does not constitute written notice:</u>
OMES Help Desk

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

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 though 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 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 by 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.

ATTACHMENT C TO
ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
CLOUDDECK MEDIA LLC
RESULTING FROM SOLICITATION NO. 0900000312

State of Oklahoma
Ordering Document for Aerial Services
Draft Submitted on August 31, 2018

REQUESTING CONTACT

Agency/Department _____
Contact Name/Title _____
Contact Telephone _____
Contact Email _____

ON-SITE CONTACT – IF DIFFERENT THAN REQUESTOR

Agency/Department _____
Contact Name/Title _____
Contact Telephone _____
Contact Email _____

PROJECT DESCRIPTION

Address or Location _____
City
Requested Start Date & Time _____ at _____
Requested End Date & Time _____ at _____
Service Description Code(s) (see bottom) ___ ___ ___ ___ ___ ___ ___
Additional Information _____
_____
_____

COMPLETED MEDIA DELIVERY INSTRUCTIONS

Delivery Name/Title _____
Agency/Department _____
Contact Telephone _____
Contact Email _____
Media Delivery Notes _____
_____
_____

PO Box 18814 • Oklahoma City, OK • 73154
405.834.6666 • tom@clouddeckmedia.com

Service Description Codes:

1 Aerial still and/or video photography
2 Structural inspection
3 Construction
4 GIS/Mapping 2D 3D
5 Lidar
6 Thermal imaging
7 Agriculture
8 Conservation
9 Law enforcement/Public safety
10 Emergency response/Disaster damage assessment

827 NW 63rd Street, Suite 101 • Oklahoma City, OK • 73116
405.834.6666 • tom@clouddeckmedia.com