



**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH AUTOMATION
INTEGRATED, LLC**

This State of Oklahoma Statewide Contract No. 1048 ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Automation Integrated, LLC ("Supplier") and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options by the State to renew the Contract.

Purpose

The State is awarding this Contract to Supplier for the provision of products and services related to Security, Surveillance, Fire, System Monitoring, Suppression, Maintenance, and Inspections, as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained additional terms. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

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. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation 0900000569, Attachment A;
 - 2.2. General Terms, Attachment B;
 - 2.3. Oklahoma Statewide Contract Terms, Attachment C;
 - 2.4. Information Technology terms, Attachment D;
 - 2.5. Portions of the Bid, Attachment E;
 - i. Supplier Template Proposal, Attachment E-1;
 - ii. Supplier Template Service Agreement, Attachment E-2;
 - iii. Supplier Pricing Access Control, Attachment E-3
 - iv. Supplier Pricing Fire Alarm, Attachment E-4;

- v. Supplier Pricing Mass Notification, Attachment E-5;
- vi. Supplier Pricing Security Communications, Attachment E-6;
- vii. Supplier Pricing Security Detection, Attachment E-7;
- viii. Supplier Pricing Video Surveillance, Attachment E-8;
- ix. Supplier Template Equipment Lease, Attachment E-9;
- 2.6. Attachment F; and
- 2.7. Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents, Attachment F-1.

3. The parties additionally agree:

- 3.1. except for and information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.2. To the extent any term or condition in any Contract Document, including via a hyperlink or uniform resource locator, conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, the State or Customer makes no representation or warranty regarding the enforceability of such term or condition and the State or Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the term or condition.
- 3.3. Unless mutually agreed to in writing by the Chief Information Officer utilizing Attachment F-1, no Contract Document or other terms and conditions or clauses, including via a hyperlink or uniform resource locator, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State. If Supplier is acting as a reseller, any third-party terms provided are also subject to the foregoing.
- 3.4. The State declines the Value Add of Specialty Training provided the Supplier in its bid.

Attachments referenced in this section are attached hereto and incorporated herein.

- 4. 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

AUTOMATION INTEGRATED, LLC

By: 
Joe McIntosh (Oct 23, 2023 09:55 CDT)

Name: Joe McIntosh

Title: CIO

Date: 10/23/2023

By: 

Name: JEFF HAUPT

Title: PRES./CEO, MANAGING MEMBER

Date: 10/20/2023

ATTACHMENT A
SOLICITATION NO. 0900000569

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract for products and services related to Security, Surveillance, Fire, System Monitoring, Suppression, Maintenance, and Inspections. **This is a non-mandatory statewide contract.**

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

2. Scope of Work

Certain Contract requirements and terms are attached hereto as **Exhibit 1** and incorporated herein.

Exhibit 1

SOLICITATION SPECIFICATIONS

Overview

The State of Oklahoma Office of Management and Enterprise Services (OMES) is seeking bid responses for a Statewide Contract for products and services related to Security, Surveillance, Fire, System Monitoring, Suppression, Maintenance and Inspections. This is a non-mandatory statewide contract.

Historical sales for these products and services are:

Oklahoma FY21	\$14,889,892.00
Oklahoma FY22	\$14,114,921.00
Estimated 5-year contract value	\$72,512,033.00

The State of Oklahoma requests information that describes the functions, features and services available from you and your partners globally. Please elaborate and provide your response based on the strengths of your products and services.

The intent is to provide multi-Supplier Contracts to reduce current expenses with price protected offers while optimizing scalable technology services to Oklahoma State Entities and Affiliates.

Customers will directly negotiate with Suppliers that are awarded contracts resulting from this Solicitation for the products and services that best suit their business needs.

The successful Supplier(s) shall be required to engineer, design, furnish, install, test, inspect, repair, and maintain systems as applicable with the highest level of customer service before, during and after the provisioning of services.

This is not a solicitation for consulting services.

Hardware and software that is not designed to solely support the solutions in the scope of this Contract are not allowed.

OMES is requesting proposals for the following categories. Additionally, Suppliers are requested to provide any value-added services that could be made available to the State which are in the scope of this Solicitation.

Suppliers may respond to any or all system categories:

1. Video Surveillance
2. Security Detection
3. Access Controls
4. Security Communication
5. Fire Alarm, Monitoring and Suppression
6. Mass Notification

Technical Requirements

Video Surveillance

Detail the different features and options available with your Video Surveillance Systems. Examples could include CCTV and IP systems, software controls and accessories for security surveillance and recording including cameras, digital video multiplexer recorder, mounts and accessories, video recording devices, mobile on-board video surveillance systems. This list is representative of products and services a provider might offer but should in no way be construed as exhaustive.

Security Detection

Detail the different features and options available with your Security Detection Systems. Examples could include hard wired and wireless detection systems and components, related equipment/hardware, software controls, monitoring and accessories for the detection of intrusion, vandalism, occupancy, or other security breach of a controlled area. This list is representative of products and services a provider might offer but should in no way be construed as exhaustive.

Access Controls

Detail the different features and options available with your Access Control Systems. Examples could include the systems and all component parts for access control and door control including electronic locking mechanisms, keypad, card access systems, biometric access systems and related equipment/hardware, software controls, centralized management, and accessories. This list is representative of products and services a provider might offer but should in no way be construed as exhaustive.

Security Communication

Detail the different features and options available with your Security Communication Systems. Examples could include systems and all component parts for security communications including secure telephone systems, radio systems, cellular systems, and other signal transmission equipment, not limited to data network systems, to include related equipment/hardware, and software controls and accessories. This list is representative of products and services a provider might offer but should in no way be construed as exhaustive.

Fire Alarm & Suppression – Fire alarm systems are to be monitored by Supplier twenty-four (24) hours per day.

Detail the different features and options available with your Fire Alarm and Suppression Systems. Examples could include systems and all component parts for alarms, monitoring, suppression systems, lighting, and related equipment/hardware, software controls and accessories. This list is representative of products and services a provider might offer but should in no way be construed as exhaustive.

Mass Notification

Detail the different features and options available with your Mass Notification Systems. Examples could include systems and all component parts necessary for the capability to provide real-time information/instructions to all building occupants or personnel in the immediate, audible vicinity of a building during an emergency to include any related equipment/hardware, software controls and accessories required. This list is representative of products and services a provider might offer but should in no way be construed as exhaustive.

Value Add

Describe other products and services available within the scope of this Solicitation and provide pricing

Experience

Describe what existing systems your company has experience with.

Describe how your company's past experiences, successes and current capabilities will be used to execute a proposed implementation plan, to perform the contract, and support the installation, training, customization, and maintenance of the proposed systems.

Company Profile

Discuss your company profile as to solvency.

What company is behind your products and services?

Security

Describe your company privacy policy with respect to data security.

Physical Security Systems Standards

Bidders must acknowledge understanding and compliance with the Oklahoma Physical Security Systems Standards provided as [Exhibit A](#).

Alert and Escalation Capability

Describe how your company handles alerts and your escalation capabilities.

Certifications and Licenses

Provide information that relates to all staff and Supplier certifications that your company holds that is required to perform the services within the scope of this Solicitation including any Corrections, Law Enforcement and Highways certifications, as applicable.

Suppliers shall provide proof that they are currently licensed to do business in the State of Oklahoma. A copy of each license or permit shall accompany the Suppliers response as applicable to the categories on which they are bidding.

Service Areas

Describe the geography of your service region and indicate which services are available in each region you service. Provide information on upcoming plans for expansion into other regions.

Consultation and Installation

Describe your ability to design, engineer, to manage the project before, during and after installation. Examples of roles related to Design and Installation could be an Installer, Engineer, Service Specialist & other support roles as needed for solutions that are within the scope of this Solicitation.

Training – Training shall be provided to users in the operation of the systems.

Describe what training services (current and future needs) and detail the training materials that are available and provide costs. Supplier will provide manufacturers provided installation and operation manuals and any other readily available system operation documents and manuals if requested.

Integration

Detail how your system integrates into other systems and identify those systems.

Specify how your product performs with integrated systems

Support

Most response times are within 1-2 hours; if a system is breached the need could be immediate.

List the types and levels of support offered and times that are considered normal business hours.

Response must provide, at minimum, pricing for regular business hours and 24x7 local and remote support for the types and levels of support.

Repair Replacement

Describe what items/services are included at no-cost to the State for repair or replacement.

Warranty Information

Detail the warranty information for your system(s).

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** 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:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 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 made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier 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.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **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.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier 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 Contract 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), (ii) 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 by or on behalf of Supplier under the Contract 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 Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier 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 by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** 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 a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier 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 the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product 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 a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3 Supplier 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 a product or service, 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. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) 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.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** 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. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** 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 \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier 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 Customer nor the State shall be liable to the Supplier, 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.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** 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;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 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;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of 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;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** 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.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier 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.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device 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.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier'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 Supplier and any third party.
- 9.8** Supplier 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.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier 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 unless otherwise indicated in the Contract terms. 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.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier 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 necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable 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 Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier 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 without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, 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. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier 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. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier'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 Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier 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.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier 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 Supplier. Such approval is within the sole discretion of the State. 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. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written 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.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier 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 Supplier who will be providing services under the Contract not be acceptable 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 or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) 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 Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier 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 Supplier, its employees, agents, representatives, or subcontractors, the Supplier 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 to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier'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-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations 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 Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier 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.

16.4 Coordination of Defense

In connection with indemnification obligations 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 Supplier to control the defense and any related settlement negotiations; provided, however, Supplier 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 Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 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 Supplier 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 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 Supplier or its employees, agents or subcontractors; 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 Supplier 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 a product or service. The parties agree that Supplier 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.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (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. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral 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); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier'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. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** 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. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with 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. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 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.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent 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 Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

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

Purchasing Division Deputy General Counsel
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier 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, in the State's judgment, an endorsement may be inferred or implied. Supplier 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 concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier 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.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer 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.

26.8 Mutual Responsibilities

- A.** No party to the Contract 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 Supplier 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 Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service 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 party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State 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, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 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. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

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

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. 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. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 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.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by 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 entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier'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.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier 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 Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier 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.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission 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 that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 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
2401 North Lincoln Boulevard, Suite 118
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier 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.

ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS 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, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **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.
- 1.6 **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.
- 1.7 **Non-Public Data** means 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.

- 1.8 Personal Data** means 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) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier 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 effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier'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 Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 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.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the 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 effective date of the Contract, 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 a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

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

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** 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 Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 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 <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier 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 Supplier. 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.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

- 4.1** 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.
- 4.2** 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 Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, 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.

5 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. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

- 6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 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.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier 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. Supplier 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:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier 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.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

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

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier 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, Supplier 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. Supplier acknowledges that Supplier and Customer do not intend Supplier 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 Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier 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 Supplier.
- 12.2** Supplier, 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 Supplier’s signature due to the dissolution of Supplier or Supplier’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, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’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 Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier 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 Supplier 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.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier'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. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier 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 Supplier hereunder. Supplier 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.
- 12.5** 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, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier'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.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, 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 Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier 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 Supplier 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.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier 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 Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier 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 Supplier 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. Supplier 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 Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier 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 Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier 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 Supplier 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, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** 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 Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 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, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier 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 Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

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

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

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

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier 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. Supplier 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).
2. Supplier 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. Supplier 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, Supplier 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 Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier 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 Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier 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. Supplier 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.

2. 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.
3. Supplier 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. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier 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 Supplier, Supplier 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 Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier 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. Supplier 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. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier 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.
6. Supplier 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. Supplier 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.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier 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. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier 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, Supplier will coordinate with Customer prior to any such communication.
2. Supplier 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).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier 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.

E. **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 Supplier.

1. Supplier 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.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier 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 Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. 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.
2. Supplier 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.
3. 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 Supplier 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 Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier 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.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier 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.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

b. 30 days after the effective date of termination, if the termination is for convenience; or

c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. 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.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AUTOMATION INTEGRATED, LLC.
RESULTING FROM SOLICITATION NO. 0900000569

The **Proposal** is hereby amended as set forth below and supersedes all prior documents submitted by **Automation Integrated, LLC** or discussed by the parties. The parties agree to use this **Proposal** or a document substantially similar in the form of this **Proposal**.



Proposal

Scope of Work & Agreement for Goods and Services



Automation Integrated
Building Technology

OMES

Project Name:

Attn:

State Contract #SW1048AI

2023

This
Proposal is
Valid for
Sixty Days

Account Manager:

Travis Baird

(405) 534-2545

travis.baird@ai-sys.com

System Design:

Frank Orman

Frank@ai-sys.com

1/3/2023



OMES –

SYSTEM OVERVIEW

AI is to provide and install a new xxxx.

SCOPE OF WORK

AI will provide all cabling and equipment to the following locations. AI will also program all equipment and train on the new system.

ACCESS CONTROL

- AI will provide and install new xxxxx.
- AI will label all cables with the information as to what they belong to per a specific list.
- The locations that will be getting new xxx equipment per this proposal is listed below:
 1. xxx
 2. xxx

CCTV

- AI will install a new xxx.
- AI will run all cable and install the new cameras in the below locations.
 1. xxx
 2. xxx

NETWORK AND LICENSING

- AI will install xx
- AI will install xx

Payment Terms

Assumptions and Responsibilities

- **AI charges a 4% Convenience Fee for all credit or purchase card payments, or the maximum amount permitted by law and the applicable card company's rules.**
- **AI does not accept prepaid or debit card payment without prior arrangement.**
- **All previous revisions are no longer valid.**
- It is assumed that existing readers, door hardware, and cabling are in good working manner. At time of installation, it is found readers, door hardware, and/or cabling to be defective, they will have to be replaced for additional costs.
- AI will dispose of unused or removed equipment offsite unless directed otherwise by Customer personnel.
- Customer is responsible to have a fully functional network in place at the time of installation. This proposal has been figured at completing in one phase. If a return trip is necessary because the network was not in place a change order will be required.



PROPOSAL

OMES – (22-1938 and Revision #) Security

- All installation labor, final connections, and testing under this proposal shall be performed during normal business hours and normal workdays. Normal business hours are Monday through Friday 8:00 AM to 5:00 PM. If work is required to be completed outside of normal business hours, a change order will be presented to the customer's representative. Customer acceptance of the change order will constitute an invoice for the additional costs and will be submitted to the customer for payment.
- Additional materials and/or work: Data for the preparation of the proposal is based on the existing site conditions and/or plans and blueprints available to Automation Integrated at the time the proposal was prepared. Any changes in site conditions and plans/blueprints which occur after the proposal preparation that may have cost and operational impact will be subject to a change order.
- Automation Integrated will not be responsible for any deadline infringements due to the delay(s) of other trades.
- System Design: The new system is designed to support only the new IP System as designed and noted on system layout and camera schedule. If additional cameras are to be added to the design, additional equipment will be needed for additional costs.
- All install labor quoted for normal business hours Monday thru Friday 8:00 AM to 5:00PM
- 120VAC electrical requirements as specified by Automation Integrated shall be provided and installed by others.
- Permits fees have not been included. If additional permits and/or drawings to meet local codes that may be required will be an additional charge to the customer.
- Labor hours based on non-Union Labor, should Union Labor be required it will be at an additional cost to the customer.
- Labor pricing has been estimated on performing all work in one phase. Labor pricing may vary if work is performed in phases and will be subject to a change order.
- Data Rack & Wall Space: Customer is to provide Data Rack & Wall Space as needed for both customer provided and Automation Integrated provided network equipment as needed.
- Training on the new system is to be setup and agreed to on a date and time not to exceed 1 week from the completion date of the project. This will be a one-time training class on the system and is the customer's responsibility to have the proper personnel scheduled to attend. Any additional training requested outside this agreed timeframe will be performed at an additional cost to the customer.

Project Pricing = \$00.00

Acceptance of SOW Proposal

Accepted:

Agreed to:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Bill of Materials

Attachment E-2 to
STATE OF OKLAHOMA CONTRACT WITH AUTOMATION INTEGRATED, LLC.
RESULTING FROM SOLICITATION NO. 0900000569

The **Service Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **Automation Integrated, LLC** or discussed by the parties. The parties agree to use this **Service Agreement** or a document substantially similar in the form of this **Service Agreement**.

Service Agreement

This Service Agreement ("Agreement") is effective the ____ day of _____ 20__ ("Effective Date") by and between Customer, (hereinafter "Owner") and

Name of Contractor: ("Contractor") Automation Integrated, LLC

Type of Entity & State of Formation: An Oklahoma limited liability company

Address of Contractor: 235 N. MacArthur Blvd., Suite 1000

Oklahoma City, OK 73127

1. Services. Contractor will provide the services listed in the attached exhibit, or schedule, which is attached hereto as Schedule A (or incorporated into this Agreement by reference), for the designated location(s), and for the compensation listed. Contractor agrees to perform all of the services in a skilled, qualified, professional, and workmanlike manner in accordance with industry standards and the standards set forth in this Agreement. The services will be performed in a manner acceptable in all respects to Owner. All services performed by Contractor will be in compliance with the terms and conditions set forth in Statewide Contract No. 1048 (the "Contract"), this Agreement and applicable federal, state, and local law, rules, codes, ordinances, and regulations. Contractor agrees to furnish labor, insurance, equipment, supplies, tools and other paraphernalia necessary to perform services described herein and all services will be performed in a timely manner as agreed by the parties, provided that, Contractor shall not be responsible for delays in its performance due to matters beyond Contractor's direct reasonable control. Any alteration or deviation from the specifications contained in the proposal, which involve an additional cost, will be agreed upon in writing by the parties and signed by an authorized officer of each party.

2. Commencement and Term. Unless otherwise stated in Schedule A, this Agreement shall have an initial term of one (1) year from the Effective Date ("Initial Term") and will have the option to renew for consecutive one (1) year terms for two (4) years following the Initial Term, (collectively referred to as the "Term"), unless this Agreement is effectively terminated in accordance with the terms of this Agreement or the Contract.

3. Termination. This Agreement may be terminated at any time for any reason, without penalty by Owner, upon Owner providing thirty (30) days written notice to Contractor prior to the desired effective date of cancellation. Contractor may not-renew this Agreement upon ninety (90) days prior written

notice to Owner at the end of the Initial Term or any subsequent renewal term, then in effect. This Agreement may be terminated immediately by a party if the other party (i) files a petition for bankruptcy and such is not dismissed within thirty (30) days of filing such petition, (ii) makes and assignment to a creditor of its assets, (iii) breaches any material term or condition of this Agreement and such is not cured within thirty (30) days of notice of such breach, or (iv) declares insolvency. Notwithstanding anything to the contrary in this Agreement, Owner shall be entitled to request termination assistance for a period of up to ninety (90) days following any effective date of termination, at Owner's cost and expense. For any termination, Owner shall only be responsible for the services actually rendered by Contractor; if Owner terminates this Agreement, then Owner shall be entitled to a pro-rated refund of any amounts paid in advance for services not rendered.

4. Compensation. Owner agrees to compensate Contractor, for services rendered, in accordance with the amount set forth in Schedule A or any subsequent work order, statement of work, proposal, or quote agreed upon by the parties. Contractor will invoice Owner for the amounts due with sufficient detail to identify the services rendered and the location of where the services were rendered. Unless otherwise specified in Schedule A, Owner will render payment to Contractor upon forty-five (45) days following Owner's receipt of invoice, subject to any good faith disputed amounts. Owner will communicate any disputed amount on any invoice within forty-five (45) days of Owner's receipt of invoice and the parties agree to amicably attempt to resolve any disputed amounts within forty-five (45) days of notice. All undisputed amounts on invoices will be paid by the due date. Contractor shall be responsible, at its own cost, for all supplies, equipment, tools, transportation, and storage that Contractor utilizes to perform the services contemplated herein and such will not be included on any bill or invoice to Owner.

5. Intentionally Omitted.

6. Indemnity. Contractor agrees that in consideration of services rendered and to be rendered to Owner under this Agreement, Contractor will indemnify, save and hold harmless Owner, its parent, affiliates and subsidiaries, their successors, assigns, directors, officers, employees, agents and representatives from and against all damages, loss, liability, claims, judgments, causes of actions, expenses, or lawsuits of whatever nature or character caused by, attributable to, or resulting from any act or omission of Contractor or any of its affiliates, subsidiaries, suppliers, employees, agents, subcontractors, or representatives performing work duties or services under this Agreement.

7. Entire Agreement. This Agreement and the Contract contain the complete and exclusive understanding of the parties and supersedes all prior agreements, statements, or representations either written or oral. This Agreement may not be changed, modified, amended, except by written document signed by an authorized representative of each party.

8. Notices. Any written notice required to be given by one party to the other party hereunder shall be deemed effective if sent by registered or certified US mail, (postage prepaid with return receipt), reputable overnight courier, or hand delivered to:

“Owner”

“Contractor”

Name:

Attn:

Title: {to address specified above}

Address:

Ph:

Or at any other address, which may be provided during the Term of this Agreement by either party to the other in the manner provided above. Facsimile and electronic mail may be an acceptable form of communication between the parties, but shall not be an acceptable method of notice for legal purposes.

9. Counter-Signatures. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which shall constitute the same instrument.

10. Electronic Signatures. This Agreement may be signed and transmitted by facsimile or scanned and electronically sent. Such signatures shall be deemed to have the same force and effect as an original "ink" signed document.

11. Assignment. Contractor shall not assign any rights, obligations, or interest under this Agreement, without Owner's prior written consent.

12. Independent Contractor and Contractor Obligations. This Agreement shall not create or purport to create any fiduciary relationship, a relationship of principal and agent, employer and employee, partnership, joint venture, or any other similar relationship. Contractor shall at all times be deemed an independent contractor for services. The parties agree that Contractor shall at all times remain responsible for its officers, employees, invitees, agents, and representatives on Owner's property and all Contractor workers and employees shall at all times remain the sole employee of Contractor. Contractor will be solely responsible and liable for compensating its workers and employees, including, but not limited to, compliance with (i) withholding and payment of employee, income, and business taxes, (ii) any other withholdings, payments, or deductions required as employer; (iii) providing worker's compensation; (iv) providing other insurance as specified in this Agreement; (v) any employee related benefits; (vi) obtaining any all required permits or business licenses; (vii) complying with applicable local, state and federal laws; and (viii) doing any and all other things necessary as required under applicable local, state, and federal laws and regulations. Contractor acknowledges that it is solely responsible for the supervision, direction, and control of its workers and employees on the Project Sites or any other Owner's property.

13. Authority. Each signatory executing this Agreement on behalf of Contractor or Owner represents and warrants that they have full power and authority to execute this Agreement on behalf of their respective parties and that by the execution hereof a binding and legal obligation of the parties is created.

14. Confidential/Proprietary Information. In addition to its obligations in the Contract, Contractor agrees that during the course of this Agreement and performance of services for Owner that it may receive or be privy to confidential and proprietary information of Owner, its parent, affiliates, divisions, or subsidiaries (collectively included in the term Owner). Contractor agrees to use reasonable security precautions to protect against the unauthorized disclosure, release, access, use, or dissemination of such confidential and proprietary information and agrees not to take or remove any "Confidential Information" (as defined below) from Owner's premises without Owner's written consent. Confidential Information includes, but is not limited to all files, records, data, reports, financial information, customer information, affiliate information, rates, fees, pricing, processing, services, systems, networks, products, schedules, marketing, correspondence, lists, trade names, trademarks, copyrights, policies, procedures, operations, and other similar documentation and information, regardless of format or confidentiality markings thereon, ("Confidential Information"). Contractor will ensure that all of its employees, representatives, agents, and subcontractors are fully aware of the confidentiality obligations herein and agree to be bound by these provisions of confidentiality. In the event of any breach or default of this provision or unauthorized use or disclosure of Confidentiality Information, Contractor will immediately notify Owner and reasonably assist Owner in the mitigation of any damages. Owner shall be entitled to seek injunctive relief in addition to other remedies available at law or in equity for any default of this section. Confidential Information shall at all times remain the property of Owner and any authorized Confidential Information provided to Contractor shall be returned or destroyed, at Owner's option, upon any request of Owner or any termination of this Agreement.

15. Subcontractors. If Contractor engages any subcontractors in the performance of any work or services under this Agreement, Contractor shall identify and provide information on such subcontractors to Owner upon request. Owner shall have the right to approve any subcontractors and perform reasonable due diligence on such subcontractors. Contractor shall remain liable for all subcontractor's work, services, and performance and ensure that any subcontractor fully complies with the terms of this Agreement, including but not limited to licensing and insurance requirements.

16. Representations. Contractor represents and warrants that it is fully bonded and has and will maintain the appropriate licenses and permits in accordance with applicable law, rules, codes, ordinances, and regulations. Contractor further represents that it shall comply with all applicable laws, rules, codes, ordinances, and regulations applicable to the services and work performed on behalf of Owner. Contractor shall at all times remain financially secure so as to perform the obligations of this Agreement. Owner may review Contractor's financial condition from time to time and in the event

Owner has reasonable belief that Contractor cannot fulfill its obligations under the terms of this Agreement, Owner may terminate this Agreement for cause.

17. Intentionally Omitted.

18. Intentionally Omitted.

19. Governing Law. This Agreement shall be interpreted and governed by the laws of the state of Oklahoma. Any claims, legal proceedings, or causes of action shall be brought exclusively in the state of Oklahoma, Oklahoma County and the Western District of Oklahoma.

20. Intentionally Omitted.

21. Non-Solicitation. In addition to requirements in the Contract, during the term of this Agreement and for a period of Twelve (12) months after any termination of this Agreement, neither party will solicit for hire any employee or officer of the other party. If this provision is violated, then the breaching party will compensate the other party in the one-time amount of \$25,000. This restriction shall not apply to general advertisements for employment by either party, where an employee or officer of the other party on his/her own seeks employment from the other party and is subsequently hired.

22. General. No failure by Owner in exercising any right or privilege hereunder shall operate as a continuing waiver of any such right or privilege or any other right or privilege. No single or partial excuse of a right or privilege provided herein shall preclude Owner from any other or further exercise of such right or privilege. If any provision of this Agreement is deemed invalid or unenforceable, then the parties agree to reasonably agree upon (in writing) a new binding replacement provision, which most closely resembles the parties' original intent. The new replacement binding provision together the remaining terms and conditions shall have full force and effect.

The undersigned represent and warrant that they are duly authorized and legally authorized to bind the respective parties to the terms of this Agreement. This Agreement is signed as of the Effective Date by the parties duly authorized undersigned officers.

Customer Automation Integrated, LLC:

By: By:

Printed Name & Title Printed Name & Title

Dated: Dated:

Attachment E-3

Exhibit 2- Price

SW1048 - Security, Surveillance, Fire, Access & Notification
Solicitation#0900000569

Access Control				
Description	Unit of Measure	List Unit Price	Percent off List Price	Oklahoma Price
Hourly Rate - Normal Business Hours	Hourly NTE Rate	\$100.00	0%	\$100.00
Hourly Rate - After Hours	Hourly NTE Rate	\$150.00	0%	\$150.00
Other Labor Service Rates	Hourly NTE Rate	\$140.00	0%	\$140.00
Maintenance	Hourly NTE Rate	\$140.00	0%	\$140.00
Monitoring	Yearly	\$420.00	0%	\$420.00
Materials	Single Unit Measure	MSRP	0%	MSRP
Inspections/Reports	Hourly NTE Rate	\$150.00	0%	\$150.00
Training	Case By Case	MSRP	0%	MSRP

Attachment E-4

Exhibit 2- Price

SW1048 - Security, Surveillance, Fire, Access & Notification

Solicitation#0900000569

Fire Alarm				
Description	Unit of Measure	List Unit Price	Percent off List Price	Oklahoma Price
Hourly Rate - Normal Business Hours	Hourly NTE Rate	\$100.00	0%	\$100.00
Hourly Rate - After Hours	Hourly NTE Rate	\$150.00	0%	\$150.00
Other Labor Service Rates	Hourly NTE Rate	\$140.00	0%	\$140.00
Maintenance	Hourly NTE Rate	\$140.00	0%	\$140.00
Monitoring	Yearly	\$420.00	0%	\$420.00
Materials	Single Unit Measure	MSRP	0%	MSRP
Inspections/Reports	Hourly NTE Rate	\$150.00	0%	\$150.00
Training	Case By Case	MSRP	0%	MSRP

Attachment E-5

Exhibit 2- Price

SW1048 - Security, Surveillance, Fire, Access & Notification

Solicitation#0900000569

Mass Notification				
Description	Unit of Measure	List Unit Price	Percent off List Price	Oklahoma Price
Hourly Rate - Normal Business Hours	Hourly NTE Rate	\$100.00	0%	\$100.00
Hourly Rate - After Hours	Hourly NTE Rate	\$150.00	0%	\$150.00
Other Labor Service Rates	Hourly NTE Rate	\$140.00	0%	\$140.00
Maintenance	Hourly NTE Rate	\$140.00	0%	\$140.00
Monitoring	Yearly	\$420.00	0%	\$420.00
Materials	Single Unit Measure	MSRP	0%	MSRP
Inspections/Reports	Hourly NTE Rate	\$150.00	0%	\$150.00
Training	Case By Case	MSRP	0%	MSRP

Attachment E-6

Exhibit 2- Price

SW1048 - Security, Surveillance, Fire, Access & Notification
Solicitation#0900000569

Security Communications				
Description	Unit of Measure	List Unit Price	Percent off List Price	Oklahoma Price
Hourly Rate - Normal Business Hours	Hourly NTE Rate	\$100.00	0%	\$100.00
Hourly Rate - After Hours	Hourly NTE Rate	\$150.00	0%	\$150.00
Other Labor Service Rates	Hourly NTE Rate	\$140.00	0%	\$140.00
Maintenance	Hourly NTE Rate	\$140.00	0%	\$140.00
Monitoring	Yearly	\$420.00	0%	\$420.00
Materials	Single Unit Measure	MSRP	0%	MSRP
Inspections/Reports	Hourly NTE Rate	\$150.00	0%	\$150.00
Training	Case By Case	MSRP	0%	MSRP

Attachment E-7

Exhibit 2- Price

SW1048 - Security, Surveillance, Fire, Access & Notification
Solicitation#0900000569

Security Detection				
Description	Unit of Measure	List Unit Price	Percent off List Price	Oklahoma Price
Hourly Rate - Normal Business Hours	Hourly NTE Rate	\$100.00	0%	\$100.00
Hourly Rate - After Hours	Hourly NTE Rate	\$150.00	0%	\$150.00
Other Labor Service Rates	Hourly NTE Rate	\$140.00	0%	\$140.00
Maintenance	Hourly NTE Rate	\$140.00	0%	\$140.00
Monitoring	Yearly	\$420.00	0%	\$420.00
Materials	Single Unit Measure	MSRP	0%	MSRP
Inspections/Reports	Hourly NTE Rate	\$150.00	0%	\$150.00
Training	Case By Case	MSRP	0%	MSRP

Attachment E-8

Exhibit 2- Price

SW1048 - Security, Surveillance, Fire, Access & Notification

Solicitation#0900000569

Video Surveillance				
Description	Unit of Measure	List Unit Price	Percent off List Price	Oklahoma Price
Hourly Rate - Normal Business Hours	Hourly NTE Rate	\$100.00	0%	\$100.00
Hourly Rate - After Hours	Hourly NTE Rate	\$150.00	0%	\$150.00
Other Labor Service Rates	Hourly NTE Rate	\$140.00	0%	\$140.00
Maintenance	Hourly NTE Rate	\$140.00	0%	\$140.00
Monitoring	Yearly	\$420.00	0%	\$420.00
Materials	Single Unit Measure	MSRP	0%	MSRP
Inspections/Reports	Hourly NTE Rate	\$150.00	0%	\$150.00
Training	Case By Case	MSRP	0%	MSRP

**Attachment E-9 to
STATE OF OKLAHOMA CONTRACT WITH AUTOMATION INTEGRATED, LLC.
RESULTING FROM SOLICITATION NO. 0900000569**

The **Equipment Lease** is hereby amended as set forth below and supersedes all prior documents submitted by **Automation Integrated, LLC** or discussed by the parties. The parties agree to use this **Equipment Lease** or a document substantially similar in the form of this **Equipment Lease**.



EQUIPMENT LEASE

Customer/Lessee Information

Billing Address
Customer:
Address:
City, State, Zip:
Telephone:
Fax:
Email:
Contact Name:
Tax ID:

Equipment Location Address
Customer:
Address:
City, State, Zip:
County of Equip. Location:
Telephone: Fax:
Email:
Contact Name:

Ship to: ☐ Billing Address (or) ☐ Equip. Location Address

Description of Equipment and Monthly Rental Payment Terms

Quantity	Equipment Description	Serial #	Comments	Monthly Rate
N/A	Marked on Attachment A	N/A	N/A	\$See Below

Lease Term: <u>XX</u> month(s)	Monthly Lease Payment for All Equip:	XX Months \$0,000.00
Security Deposit: <u>N/A</u> ; Advance Rent: <u>N/A</u>	Total Lease Charges Over Lease Term:	\$0,000.00

The undersigned agrees to all of the Terms and Conditions attached hereto, consisting of three additional pages.
EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS IS A NON-CANCELABLE LEASE FOR THE FULL TERM INDICATED HEREIN.

Customer Acceptance ("Lessee" Acceptance)
Entity Name:
Print Name:
Signature:
Title:
Date:

Lessor's Acceptance on behalf of Automation Integrated, LLC
Print Name:
Signature:
Title:
Date:

TERMS AND CONDITIONS

1. LEASE. Subject to the terms of this Lease, you agree to lease from us the Equipment described on the cover page of this Equipment Lease when we accept this Lease at our office in Oklahoma City, OK. You agree to be bound by all the terms of this Lease. The "Equipment" described herein shall include security equipment provided by Lessor. The Equipment will not be used for personal, family or household purposes. This Lease is a complete and exclusive statement of our agreement.

2. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Acceptance of the Equipment occurs upon Customer's inspection and acceptance at the Destination. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require.

3. RENT. You agree to pay us Rent when each payment is due. All Rent payments are required to be paid monthly and are payable in arrears in accordance with 74 O.S. §85.44B. Your first Rent payment is due on the date you accept the Equipment. Lessor shall issue invoices to Lessee for Rent. 62 O.S. §34.65. Restrictive endorsements on checks you send to us will not reduce your obligations to us. The State of Oklahoma and its agencies, including the Office of Management and Enterprise Services, are exempt from taxation pursuant to applicable law.

4. TERM AND OWNERSHIP. Ownership of the Equipment shall remain at all times with the Lessor/Contractor. During the Term, Contractor/Lessor will replace and maintain, as needed, any Equipment listed on the attached Attachment A document. Lessor's pricing for the cost of the Equipment and installation will be included in the Rent and is broken down into the following monthly Rent payments for XX months, as follows:

\$0,000.00 each month for the following months: months XX

Lessee's failure to timely pay the monthly Rent payment amounts provided for in this Lease shall constitute a default under this Lease and shall entitle Lessor to terminate this Lease by providing Lessee with a written notice that Lessor has terminated the Lease based upon non-payment pursuant to the provisions in Attachment B.

You agree that you intend to keep the Equipment and continue this Lease throughout its Term and to make all Lease payments hereunder. You reasonably believe that legally available funds in an amount sufficient to pay all Lease payments during the Term of this Lease can be obtained. You further intend to act in good faith to do those things reasonably and lawfully within your power to obtain and maintain funds from which the Lease payments may be made.

Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue making the Lease payments for any Fiscal Year beyond the Fiscal Year first in effect at the beginning of this Lease, You shall have the right and may prematurely terminate this Lease at the end of the then-applicable-current Fiscal Year. You shall provide Lessor/Contractor written notice as soon as reasonably possible after you have knowledge of such insufficiency and confirm that the lease will be so terminated. In such case, all obligations to make Lease payments due after the date of termination shall cease and You shall make the equipment available to Lessor/Contractor to de-install and repossess. Notwithstanding the foregoing, you agree, without creating a pledge, lien or encumbrance upon funds available to you, that You will use reasonable efforts to obtain appropriation of funds to avoid termination of this Lease by taking reasonable and appropriate action including the inclusion in your budget request for each Fiscal Year during the Term of this lease a request for adequate funds to meet your obligations and continue this lease. The parties understand and intend that your obligation to make Lease rent payments hereunder constitutes a current expense and shall not in any way be construed to be a debt of you or the State of Oklahoma or any agency thereof in contravention of any applicable constitutional or statutory provision. Nothing contained herein shall constitute a pledge of the general revenues, funds or monies of you or the State of Oklahoma beyond the Fiscal Year for which sufficient funds have been appropriated to make lease payments hereunder. For purposes of this paragraph "Fiscal Year" shall refer to the 12 month periods ending each June 30.

If, for any reason, the Lease is terminated or cancelled before the end of the last year or month term, the Lessor/Contractor shall be immediately entitled to recovery of and possession of all of the Equipment, including the removal, de-installation and repossession of the Equipment.

5. UNCONDITIONAL OBLIGATION. EXCEPT AS PROVIDED IN PARAGRAPH 4 ABOVE, YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

6. DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 26, THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION AND YOU AGREE THAT WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. NO REPRESENTATIVE OR AGENT OF LESSOR IS AUTHORIZED TO ORALLY CHANGE ANY PROVISION OF THIS LEASE.

7. TITLE AND SECURITY INTEREST. The Equipment is and shall remain Lessor's sole property during the Lease Term. Unless you are in default under this Lease, you shall have the rights to peacefully possess and use the Equipment during the Lease Term. You agree this is a "true lease", not a sale or a loan. However, if this lease is determined not to be a "true lease," you hereby grant Lessor a security interest in the Equipment. You hereby give Lessor power of attorney to sign and file financing statements in order to perfect this security interest in Lessor's favor. If we request, you agree to sign financing statements in order for Lessor to publicly record our security interest. This Lease or a copy of this Lease shall be sufficient as a financing statement and may be filed as such.

8. USE, MAINTENANCE AND REPAIR. You will not move the Equipment from the Equipment Location without our advance written consent. You will give us reasonable access to the Equipment Location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions and keep it eligible for any manufacturer's certification and/or warranty. Except as specifically provided for in Sections 26 and 30, at your own cost and expense, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs will become our property. You will not make any permanent alterations to the Equipment. If the Equipment malfunctions, is damaged, lost or stolen, then Section 12 will apply

9. TAXES. Lessee is a subdivision of the State of Oklahoma. The State of Oklahoma and its agencies, including the Office of Management and Enterprise Services, are exempt from taxation and cannot reimburse Lessor for any taxes assessed against Lessor or the Equipment, Attorney General Opinion 1978-256.

10. NON-RESPONSIBILITY. To the extent permitted by law or the Contract, we are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment.

11. IDENTIFICATION. You authorize us to insert or correct missing information on this Lease, including your official name, serial numbers, and any other information describing the Equipment. We will send you copies of such changes. You agree that you will not remove, cover up or alter any such name plates or stickers.

12. LOSS OR DAMAGE. You are responsible for any loss of the Equipment from any cause at all that is not covered by our insurance, from the time the Equipment accepted by you until it is returned to us. If any item of Equipment is lost, stolen or damaged, you will promptly notify us of such event. Then, at your option, you will either (a) repair the Equipment so that it is in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) pay us an amount equal to the (i) any and all amounts which may be then due and payable by you to us under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus (iii) an amount equal to our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term, which shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Equipment. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally. of the lost, stolen or damaged Equipment, but only to the extent such amounts are not paid to Lessor as insurance proceeds. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 15 of this Lease.

13. SELF-INSURANCE. The State of Oklahoma and its agencies, including the Office of Management and Enterprise Services, are self-insured and their liability is limited by the Governmental Tort Claims Act, 51 O.S. §151 et seq. and other law. For clarity, Lessor shall insure the Equipment. The Rent may include the Lessor's cost of insuring the Equipment.

14. DEFAULT. You will be in default under this Lease if any of the following happens: (a) for any reason we do not receive any Rent or other payment due hereunder within 45 days after its due date, or (b) any Rent or other payment due hereunder is returned or reversed for insufficient funds or any other reason, or (c) you or any of your guarantors (if any) become insolvent, are liquidated or dissolved, merge, transfer substantially all stock or assets, stop doing business, or assign rights or property for the benefit of creditors, or (d) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (e) omitted, or (f) any representation you have made in this Lease shall prove to have been false or misleading in any material respect, or (g) you or any of your guarantors break any material promise made in this Lease or any guaranty and do not correct the default within 30 days after we send you written notice of the default, or (h). The parties agree to use ever increasing levels of executive escalation within their respective organizations to cure any breach based on (f) above prior to such event being declared an event of default.

15. REMEDIES. Upon the occurrence of an uncured default and as long as such default is continuing, we may, in our sole discretion, do any or all of the following to the extent permitted by law: (a) provide written notice to you of default; (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by you to us under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, plus and to the extent the Lessor does not take possession of the Equipment (iii) an amount equal to our reasonable estimate of the fair market value of like equipment as of the end of the Lease Term, which shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally. (collectively, the "Net Book Value"). We have the right to require you to make the Equipment available to us for repossession during reasonable business hours or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed.. If we take possession of the Equipment we may (a) sell or lease the Equipment at public or private sale or lease as long as such manner and terms are commercially reasonable, and/or (b) exercise such other rights as may be allowed by applicable law. Although you agree that we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the Net Book Value you are liable for by the amounts we receive (less expenses and costs of sale). You will pay us the remaining Net Book Value as provided by Oklahoma law. You agree to the extent permitted by law (a) omitted, (b) to pay all of the costs we incur to enforce our rights against you, including attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. Lessor will not be responsible to you for any consequential, indirect, special, incidental or punitive damages. Our delay or failure to enforce our rights under this Lease will not prevent us from doing so at a later time.

16. END OF LEASE. At the end of the lease, the lease may be terminated, you may purchase the Equipment for its Fair Market Value as defined in Section 15, or if the State of Oklahoma and Lessor have an active procurement contract in place, the lease can be renewed upon mutually agreeable terms with all new equipment and the parties shall endeavor to enter into a new mutually agreeable Lease applicable to the replacement Equipment covered by that new lease for another subsequent lease period. If the Lease is canceled or terminated for any reason prior to the end of the applicable year/month Lease term, then Contractor-Lessor shall be entitled to return and repossession of all of the Equipment.

17. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Lease (a) you have the lawful power and authority to enter into this Lease, (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) by entering into this Lease you will not violate any law or other agreement to which you are a party, (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Lease, and (e) all financial information you have provided us is true and accurate and provides a good representation of your financial condition.

18. YOUR PROMISES. In addition to the other provisions of this Lease, you agree that during the term of this Lease (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership, (b) you will provide to us such financial information as we may reasonably request from time to time, and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligations under this Lease.

19. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT OTHER THAN AS PROVIDED IN SECTION 13.5 OF ATTACHMENT B. You will not attach any of the Equipment to any real estate. You will get each person with an interest in the real estate where the Equipment is located to waive any purported rights they may have in the Equipment. Upon our reasonable request and at your cost, you will provide proof of same.

20. COLLECTION EXPENSES, OVERDUE PAYMENT. For each late payment, we may charge you a late charge in accordance with 62 O.S. §34.72.

21. COMPLIANCE WITH LAWS. You agree to comply with all applicable laws, rules and code with respect to your use of the Equipment.

22. MISCELLANEOUS. This Lease, including the Statewide Contract 1048 (the Contract), contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement or writing. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of this

Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to credit reporting agencies.

23. NOTICES. All of your written notices, except for billings and communications in the ordinary course of business to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address at: Automation Integrated, Inc., 235 North MacArthur Blvd, Suite1000, Attn: President Jeff Hought, Oklahoma City, OK, 73127 or by personal delivery to the aforementioned offices. All of our notices, except for billings and communications in the ordinary course of business, to you may be overnight courier services, delivered in person or sent by certified mail, return receipt requested, to your billing address stated in this Lease. At any time after this Lease is signed, you or we may change an address by giving written notice to the other of the change.

24. WAIVERS. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (i.e. Title 12A, Oklahoma Statutes, Section 2A-508 through 2A-522) of the Uniform Commercial Code including but not limited to your rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from us for any breach of warranty or for any other reason; and (d) grant a security interest in any Equipment in your possession. To the extent you are permitted by applicable law and not as addressed in the Contract, you waive any rights you now or later may have under any statute or otherwise which require us to sell or otherwise use any Equipment to reduce our damages, which require us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of our rights or remedies. Except as otherwise provided by law or this Agreement, we will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

25. PAYMENT. By signing this Lease, you acknowledge that you have chosen to lease the Equipment from us for the Lease Term and that you have agreed to pay Rent. In connection with this Lease, Lessee shall have any and all rights and benefits available to Lessor under any services agreement between the parties, said benefits and rights in favor of Lessor hereby being expressly incorporated by reference herein. Furthermore, Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessor will assign to each Lessee for the Lease Term of each Lease the benefit of any Equipment warranty and any right of return provided by any Seller.

26. LIMITED WARRANTY AND LIMITATIONS. Subject to the conditions, exclusions and limitations in this Lease, Lessor warrants the Equipment only for the period comprising the Term of this Lease ("Limited Warranty"). If the Equipment fails to properly work, your sole and exclusively remedy against Lessor under this Limited Warranty is to request and obtain replacement Equipment. Upon your written request during the Lease Term, and subject to the limitations and exclusions herein, Lessor shall promptly replace the applicable Equipment. The Limited Warranty set forth in this section shall be the exclusive warranty for the Equipment between us and you. You shall not be entitled to anything more or less than is expressly contained in this Limited Warranty. Lessor shall not be liable for any loss or damage caused by any "acts of god", vandalism or theft. Any statement(s) which purport to be different than or modify or expand the terms set forth in this Limited Warranty shall not be effective for any purpose. EXCEPT AS EXPRESSLY STATED HEREIN, THE EQUIPMENT IS PROVIDED WITH NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE OR BY COURSE OF DEALING. IN NO EVENT SHALL LESSOR OR ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO ANY PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION AND OTHER ECONOMIC DAMAGES) ARISING OUT OF LESSOR'S REPRESENTATIONS, PRODUCTS, EQUIPMENT OR SERVICES, THE USE OF, OR THE INABILITY TO USE, LESSOR'S PRODUCTS OR THE EQUIPMENT, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT LESSOR'S REPLACEMENT EQUIPMENT REPEATEDLY FAILS TO PERFORM AS WARRANTED OR IN THE EVENT LESSOR FAILS TO PERFORM ITS WARRANTY OBLIGATIONS IN ANY RESPECT AFTER REASONABLE PRIOR WRITTEN NOTICE, THEN IT IS AGREED THAT LESSOR'S TOTAL LIABILITY, IF ANY, SHALL BE CONTROLLED BY THE PROVISIONS OF SECTION 27 (incorporated by reference herein). IT IS AGREED THAT IN ANY EVENT THIS IS THE MAXIMUM AMOUNT FOR WHICH LESSOR SHALL BE RESPONSIBLE. Notwithstanding anything to the contrary herein, in addition to any other exclusions or limitations set forth in this Limited Warranty, this Limited Warranty shall not cover: damage to the Equipment caused by misuse or mishandling; damaged caused by any casualty or theft; damage to the Equipment caused by your attempts to repair or disassemble the Equipment; claims made or asserted after the term of this Lease; and/or any consumables or supplies.

27. LIMITATIONS OF LIABILITY. LESSOR'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY IS LIMITED TO THE REPLACEMENT OF THE APPLICABLE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING LOST PROFITS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT, OR FOR ANY CLAIM BY ANOTHER PARTY. LESSOR'S DUTIES AND RESPONSIBILITIES IN CONNECTION WITH EQUIPMENT ARE LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. LESSOR WILL BE DEEMED TO HAVE EXERCISED ORDINARY CARE AND TO HAVE ACTED REASONABLY IF LESSOR HAS ACTED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND WILL BE LIABLE FOR LOSS SUSTAINED BY YOU ONLY TO THE EXTENT SUCH LOSS IS CAUSED BY LESSOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR VIOLATION OF LAW. LESSOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF LESSOR'S ACT OR OMISSION. LESSOR WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE: (A) RELATED TO THE DISHONESTY OF YOUR EMPLOYEES, OFFICERS OR AGENTS; (B) RESULTING FROM ANY RELIANCE ON INFORMATION PROVIDED BY YOU OR YOUR EMPLOYEES; OR (C) RESULTING FROM ANY DELAY IN THE PERFORMANCE OF THIS AGREEMENT, WHICH IS CAUSED BY AN ACT OF GOD, FIRE OR OTHER CASUALTY, ELECTRICAL OR COMPUTER FAILURE, DELAYS OR FAILURE TO ACT BY ANY CARRIER, MEDIUM OR AGENT OPERATING BETWEEN LESSOR AND YOU OR BETWEEN LESSOR AND THIRD PARTIES OR ANY OTHER CONDITION OUTSIDE LESSOR'S CONTROL. NO THIRD PARTY WILL HAVE RIGHTS OR CLAIMS AGAINST LESSOR UNDER THIS AGREEMENT. THE TERMS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. Notwithstanding anything to the contrary herein, Lessor shall not be liable to You for any loss, expense, damage or cost resulting from any action taken or omitted by Lessor in accordance with this Agreement except in so far as such action or omission is demonstrated to constitute Lessor's gross negligence or willful misconduct or fraud or violation of law. Under all circumstances and notwithstanding any provision in this Agreement to the contrary, Lessor's total liability arising out of this Agreement shall be limited to either, the greater of: (i) lessee's actual damages or (ii) an amount equal to Lessor's actual cost for the applicable item(s) of Equipment directly relating to the liability. In no event shall Lessor be liable, either directly or indirectly, for any incidental, punitive, special, or consequential damages connected with, or arising out of, the provisions or performance of this Lease, even if such damages were foreseeable or Lessor has been advised of the possibility of such damages.

28. CHOICE OF LAW; JURISDICTION; VENUE; NON-JURY TRIAL; ATTORNEYS' FEES: You and any Guarantor agree that this Lease will be deemed fully executed and performed in the State of Oklahoma and will be governed by Oklahoma law. You and any Guarantor expressly agree to: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF OKLAHOMA; AND (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN OKLAHOMA COUNTY, OKLAHOMA. If either party brings a legal action to enforce this Lease, the prevailing party in such action, as determined by the assigned court, shall be entitled to recover reasonable attorneys' fees and litigation expenses as determined by the Court and as permitted by law. Any Lease charges which exceed the amount allowed by law shall be reduced to the maximum allowed.

29. NO COMMUNICATIONS SERVICES: The Equipment does not include communications services. Lessor is responsible for providing desktop telephone service and internet access for the Equipment to fully function.

30. NON-DISTURBANCE AND NON-MODIFICATION OF THE EQUIPMENT: You shall not modify, reposition, remove, or disable any of the Equipment or any subcomponent of the Equipment, nor perform any work, modification, maintenance or service to the Equipment, unless it is expressly authorized in advance by Lessor. You agree that only Lessor's technicians may perform service of the Equipment, including, without limitation, moves, adds or changes to the programming, software, software updates, or repairs, and that any such service shall be provided by Lessor's technicians at an additional cost to Lessee pursuant to a service agreement or in accordance with Lessor's published service rates. This includes moves, adds, or changes to programming, software, software updates, repairs, equipment, etc.

31. Quiet Enjoyment

During the Lease Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment.

END OF TERMS AND CONDITIONS

Attachment A:

Agreement Parts List:

**Attachment F-1 to
STATE OF OKLAHOMA CONTRACT WITH AUTOMATION INTEGRATED, LLC
RESULTING FROM SOLICITATION NO. 0900000569**

**Template for Contract Modifications for Quotes, Statements of
Work, or other Ordering Documents**

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

RFP Section	Exception/Additional Terms

STATE OF OKLAHOMA
by and through the
**OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

AUTOMATION INTEGRATED, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

By: _____

Name: _____

Title: _____

Date: _____