State of Oklahoma

Office of Management and Enterprise Services

**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH
THENTIA USA INC.**

This State of Oklahoma Statewide Contract No. **1182** ("Contract") is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and **Thentia USA Inc.** ("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 to renew the Contract.

Purpose

The State is awarding this Contract to Supplier to provide government agencies with the ability to manage, verify and track government licenses issued by their organization in a centralized and automated manner. This includes the ability to track the status of licenses, expiration dates, renewals, continuing education, and any other information relevant to a given license, as more particularly described in certain Contract Documents. 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 No. EV00000182, Attachment A;
    2.2. State of Oklahoma General Terms, Attachment B;
    2.3. Oklahoma Statewide Contract Terms, Attachment C;
    2.4. State of Oklahoma Information Technology terms, Attachment D;
    2.5. Information Security Requirements D.1; Master Service Agreement D.2; Transaction Agreement, Attachment D.3; Pricing, Attachment D.4; Service Level

Agreement, Attachment D.5; Statement of Work, Attachment D.6 and OMES cover page D.7.

2.6. Renewal Template, Attachment E;

2.7. Negotiated Exceptions to Contract, Attachment F; and

2.8. Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents, Attachment F-1.

For the avoidance of doubt, the attached documents shall have the following order of precedence:

1. State of Oklahoma Statewide Contract with Thentia USA Inc.;

2. Attachment A;

3. Attachment B

4. Attachment C

5. Attachment D; and

6. Attachment D.1, Attachment D.2, Attachment D.3, Attachment D.4, Attachment D.5., Attachment D.6

3. The parties additionally agree:

3.1. 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.

3.2. Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree the Contract terms are not confidential and are disclosable without further approval of or notice to Supplier.

3.3. 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.

3.4. The parties acknowledge and agree that as of the effective date of the Contract, Supplier is not providing any customized computer software that

is developed or modified exclusively for a State agency and therefore 62 O.S. § 34.31 does not apply, but further agree any changes can result.

3.5.   Statement of Work Orders/Releases off this contract may be amended via change order. Statewide terms may only be amended by utilizing Attachment F-1.

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

THENTIA USA INC.

By: _____
    Joe McIntosh (Nov 13, 2023 14:11 CST)

By: _____
    Julian Cardarelli (Nov 13, 2023 14:45 EST)

Name: Joe McIntosh

Name: Julian Cardarelli

Title: CIO

Title: CEO

Date: 11/13/2023

Date: 11/13/2023

ATTACHMENT A

SOLICITATION NO. EV00000182

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 Office of Management and Enterprise Services (OMES) Information Services Division (ISD) seeks proposals from qualified suppliers for licensing solutions. The solution will provide government agencies with the ability to manage, verify and track government licenses issued by their organization in a centralized and automated manner. This includes the ability to track the status of licenses, expiration dates, renewals, continuing education, and any other information relevant to a given license. Licenses are intended to protect public health, safety, and welfare, by ensuring that those who engage in these activities or use these resources are qualified and comply with applicable regulations.

Examples of a license include (but not limited to):

Professional licenses for doctors, nurses, lawyers, plumbers, funeral directors, and other professions, issued by state boards or agencies.

Business licenses issued for operating a business.

Scope

The solution will be responsible for managing the entire life cycle of government licenses, including issuance, verification, tracking, and renewal. It will also provide the ability to perform advanced searches, generate reports, and interface with other systems as necessary.

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 one-year options to renew the Contract.

2. **Contract Requirements**
    Certain Contract requirements and terms attached hereto as Exhibits 1 and 2 are incorporated herein.

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 (vii) 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://oklahoma.gov/omes/services/information-services/policy-standards-publications.html. 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 (vii) 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://oklahoma.gov/omes/services/information-services/is/policies-and-standards/accessibility-standards.html. 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://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.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 https://oklahoma.gov/omes/services/information-services/is/policies-and-standards.html

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

<u>With a copy, which shall not constitute notice, to:</u>
Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

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 though the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

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.

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 D-1
Information Security Requirements

1. **General Information Security Requirements**
   a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.
   b. Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.
   c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.
   d. Contractor or its subcontractors agree to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf

2. **HIPAA Requirements**
   a. Contractor shall agree to use and disclose Protected Health Information in its possession or control in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).
   b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.
   c. <u>Business Associate Terms Definitions</u>:
      i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business

Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.

iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.

iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.

v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.

d. <u>Obligations of Business Associate:</u> Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will, as applicable:

i. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;

ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;

iii. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;

iv. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;

v. make its applicable policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);

vi. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;

vii. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the

form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

viii.   report to Covered Entity in writing any use or disclosure of PHI that is not permitted under this Agreement as soon as reasonably practicable but in no event later than five calendar days from becoming aware of it and mitigate, to the extent practicable and in cooperation with Covered Entity, any harmful effects known to it of a use or disclosure made in violation of this Agreement;

ix. promptly report to Covered Entity in writing and without unreasonable delay and in no case later than five calendar days any successful Security Incident, as defined in the Security Rule, with respect to Electronic PHI;

x. with the exception of law enforcement delays that satisfy the requirements of 45 C.F.R. 164.412, notify Covered Entity promptly, in writing and without unreasonable delay and in no case later than five calendar days, upon the discovery of a breach of Unsecured PHI. Such notice shall include, to the extent possible, the name of each individual who's Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 C.F.R. § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. As used in this Section, "breach" shall have the meaning given such term at 45 C.F.R. 164.402;

xi. to the extent allowed by law, indemnify and hold Covered Entity harmless from all claims, liabilities costs, and damages arising out of or in any manner related to the unauthorized disclosure by Business Associate of any PHI resulting from the negligent acts or omissions of Business Associate or to the breach by Business Associate of any applicable obligation related to PHI;

xii. provide access to PHI it maintains in a Designated Record Set to Covered Entity, or if directed by Covered Entity to an Individual in order to meet the requirements of 45 C.F.R. 164.524. In the event that any Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity within five working days of receiving a request. This shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor. Any denials of access to the PHI requested shall be the responsibility of Covered Entity;

xiii.   make PHI it maintains in a Designated Record Set available to Covered Entity for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526;

xiv.   document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to

respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;

xv. make its internal practices, books, and records related to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of HHS, authorized governmental officials, and Covered entity for the purpose of determining Business Associate's compliance with the Privacy Rule. Business Associate shall give Covered Entity advance written notice of requests from HHS or government officials and provide Covered Entity with a copy of all documents made available; and

xvi. require that all of its Sub-Contractors, vendors, and agents to whom it provides PHI or who create, receive, use, disclose, maintain, or have access to Covered Entity's PHI shall agree in writing to requirements, restrictions, and conditions at least as stringent as those that apply to Business Associate under this Agreement, including but not limited to implementing reasonable and appropriate safeguards to protect PHI, and shall require that its Sub-Contractors, vendors, and agents agree to indemnify and hold harmless Covered Entity for their failure to comply with each of the provisions of this Agreement.

e. Permitted Uses and Disclosures of PHI by Business Associate: Except as otherwise provided in this Agreement, Business Associate may use or disclose PHI on behalf of or to provide services to Covered Entity for the purposes specified in this Agreement, if such use or disclosure of PHI would not violate the Privacy Rule if done by Covered Entity. Unless otherwise limited herein, Business Associate may:

i. use PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate;

ii. disclose PHI for its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that; (i) the disclosures required by law; or (ii) Business Associate obtains reasonable assurances from any person to whom the PHI is disclosed that such PHI will be kept confidential and will be used or further disclosed only as Required by Law or for the purpose(s) for which it was disclosed to the person, and the person commits to notifying Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached;

iii. disclose PHI to report violations of law to appropriate federal and state authorities; or

iv. aggregate the PHI with other data in its possession for purposes of Covered Entity's Health Care Operations;

v. make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures;

vi. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [45 C.F.R. § (d)(1)].

f. Obligations of Covered Entity

i. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

iii. Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity.

iv. Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

v. Covered Entity shall provide the minimum necessary PHI to Business Associate.

g. Term and Termination:

i. Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall as applicable:

(1) retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(2) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;

(3) continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(4) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and

(5) return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

ii. All other applicable obligations of Business Associate under this Agreement shall survive termination.

iii. Should the applicable State of Oklahoma agency become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the agency shall provide Business Associate with written notice of such a breach in sufficient detail to enable Contractor to understand the specific nature of the breach. The Client shall be entitled to terminate the Underlying Contract associated with such breach if, after the applicable State of Oklahoma agency provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified in such notice; provided, however, that such time period specified shall be based on the nature of the breach involved per 45 C.F.R. §§ 164.504(e)(1)(ii)(A),(B) & 164.314 (a)(2)(i)(D).

h. <u>Miscellaneous Provisions:</u>

i. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

ii. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.

iii. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.

iv. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.

v. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.

vi. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.

vii. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s)

to this Agreement to give effect to these revised obligations. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

3. **42 C.F.R. Part 2 Related Provisions**
   a. <u>Confidentiality of Information.</u> Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate administrative supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:
      i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;
      ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of an kind;
      iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
      iv. Agrees to, when applicable and to the extent within Contractor's control, use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.

vi. Agrees to provide access to the protected information at the request of the State of Oklahoma agency or to an authorized individual as directed by the State of Oklahoma agency, in order to meet the requirement of 45 C.F.R. §164.524 which provides clients with the right to access and copy their own protected information;

vii. Agrees to make any amendments to the protected information as directed or agreed to by the State of Oklahoma agency, pursuant to 45 C.F.R. §164.526;

viii. Agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the State of Oklahoma agency or created or received by the Contractor on behalf of the State of Oklahoma agency, to the State of Oklahoma agency and to the Secretary of the Department of Health and Human Services for purpose of the Secretary determining the giving party's compliance with HIPAA;

ix. Agrees to provide the State of Oklahoma agency, or an authorized individual, information to permit the State of Oklahoma agency to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.

b. <u>Data Security.</u> The Contractor agrees to, when applicable and to the extent within Contractor's control, maintain the data in a secure manner compatible with the content and use. The Contractor will, when applicable to the extent within Contractor's control, control access to the data in Contractor's possession or control compliance with the terms of this Agreement. Only the Contractor's personnel whose duties require the use of such information, will have regular access to the data. The Contractor's employees will be allowed access to the data only for the purpose set forth in this Agreement.

c. <u>Data Destruction.</u> Contractor agrees to, when applicable and to the extent within Contractor's control, follow State of Oklahoma agency policies regarding secure data destruction.

d. <u>Use of Information</u>. Contractor agrees that the information received or accessed through this Agreement shall not be used to the detriment of any individual nor for any purpose other than those stated in this Agreement.

e. <u>Redisclosure of Data</u>. The Contractor agrees not to redisclose any information to a third party not covered by the Agreement unless written permission by the State of Oklahoma agency is received and redisclosure is permitted under applicable law.

4. **Federal Tax Information Requirements IRS Publication 1075 (If Applicable)**

a. PERFORMANCE: If Contractor takes possession or control of Federal Tax Information in performance of this contract, the Contractor agrees to, when applicable and to the extent

within Contractor's control, comply with and assume responsibility for compliance by officers or employees with the following requirements:

i. All work will be performed under the supervision of the State of Oklahoma.

ii. The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

iii. FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

iv. FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

v. The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

vi. Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

vii. All Contractor computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

viii. No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

ix. Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

x. To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

xi. In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

xii. For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

xiii. The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. CRIMINAL/CIVIL SANCTIONS

i. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

ii. Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

iii. Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

iv. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material

in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

     v.   Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see IRS Publication 1075, Exhibit 4, Sanctions for Unauthorized Disclosure, and IRS Publication 1075, Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. INSPECTION: The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

5. **SSA Requirements (If applicable)**
   a. PERFORMANCE: If Contractor takes possession or control of in SSA provided information in the performance of this contract, the contractor agrees to, where applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by his or her employees with the following requirements:
      i.   All work will be done under the supervision of the State of Oklahoma.
      ii. Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
      iii. All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

iv. No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.

v. The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.

vi. Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.

vii. Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.

viii. Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.

ix. The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.

x. Where the Contractor processes, handles, or transmits information provided to the applicable State of Oklahoma agency by SSA or has authority to perform on the agency's behalf, the applicable State of Oklahoma agency shall clearly state the specific roles and functions of the Contractor within the Agreement.

xi. SSA requires all parties subject to this Agreement to exercise due diligence to avoid hindering legal actions, warrants, subpoenas, court actions, court judgments, state or Federal investigations, and SSA special inquiries for matters pertaining to SSA-provided information.

xii. SSA requires all parties subject to this Agreement to agree that any Client-owned or subcontracted facility involved in the receipt, processing, storage, or disposal of SSA-provided information operate as a "de facto" extension of the Client and is subject to onsite inspection and review by the Client or SSA with prior notice.

xiii.   If the Contractor must send a Contractor computer, hard drive, or other computing or storage device offsite for repair, the Contractor must have a non-disclosure clause in their contract with the vendor. If the Contractor used the item in a business process that involved SSA-provided information and the vendor will retrieve or may view SSA-provided information during servicing, SSA reserves the right to inspect the Contractor's vendor contract. The Contractor must remove SSA-provided information from electronic devices before sending it to an external vendor for service. SSA expects the Contractor to render SSA-provided information unrecoverable or destroy the electronic device if they do not need to recover the information. The same applies to excessed, donated, or sold equipment placed into the custody of another organization.

xiv.   In the event of a suspected or verified data breach involving SSA provided information, the Contractor shall notify the Client immediately.

xv. The Client shall have the right to void the contract if the contractor fails to provide the safeguards described above.

b. CRIMINAL/CIVIL SANCTIONS: The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act. The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder. An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act. Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.

i. Civil Remedies.

(1) In any suit brought under the provisions of 5 U.S.C. § 552a(g)(1)(C) or (D) in which the court determines that the parties subject to this Agreement acted in a manner which was intentional or willful, shall be liable in an amount equal to the sum of —

(a) actual damages sustained by the individual because of the refusal or failure, but in no case, shall a person entitled to recovery receive less than the sum of $1,000; and

(b) the costs of the action together with reasonable attorney fees as determined by the court.

(2) An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where

parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

ii. Criminal Penalties

(1) Any officer or employee of an agency, who by virtue of his employment or official position, has possession of, or access to, agency records which contain individually identifiable information the disclosure of which is prohibited by this section or by rules or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(1).

(2) Any officer or employee of any agency who willfully maintains a system of records without meeting the notice requirements of subsection (e)(4) of this section shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(2).

(3) Any person who knowingly and willfully requests or obtains any record concerning an individual from an agency under false pretenses shall be guilty of a misdemeanor and fined not more than $5,000. See 5 U.S.C. § 552a(i)(3).

6. **Child Support FPLS Requirements (If applicable)**

a. Contractor, when applicable and to the extent within Contractor's control, and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.

i. This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.

ii. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

7. **FERPA Requirements (If applicable)**

   a. If Contractor takes possession or control of Information covered by FERPA in performance of this Agreement, Contractor agrees to, when applicable and to the extent within Contractor's control comply with and assume responsibility for compliance by its employees with the Family Educational Rights and Privacy Act; (20 U.S.C. § 1232g; 34 CFR Part 99) ("FERPA") and the Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013; (70 O.S. § 3-168), where personally identifiable student education data is exchanged.

8. **CJIS Requirements (If applicable)**

   a. INTRODUCTION

   This section shall be applicable to the extent that Contractor takes possession or control of CJIS data. 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.

b. 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."

c. 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/cjissecurity-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.

Attachment D.2 to
STATE OF OKLAHOMA STATEWIDE CONTRACT WITH THENTIA USA INC.

THENTIA MASTER SERVICE AGREEMENT
(Standard Version, Software and Services)

PREAMBLE

This Master Service Agreement (this "MSA") sets out the general terms under which Thentia USA Inc. ("Thentia") may sell software or services to Client under the Statewide Contract Number 1182. This MSA is attached as Attachment D.2 to the State of Oklahoma Statewide Contract Number 1182 (the "Statewide Contract").

TERMS

1. PRELIMINARY

1.1 Definitions. Capitalized terms used in this Agreement but not otherwise defined shall have the meanings given to such terms in the Statewide Contract or other Contract Documents.

"**Anonymized Data**" means aggregated, anonymized data that: (a) is derived from Client Usage Information, and (b) does not contain any data, information or traits from which any Client Data (or the source of that data), the identity of Client, or any of their authorized users of the Services (including but not limited to clients) may be ascertained.

"**Artwork**" has the meaning given in subsection 5.2.

"**Authority**" means any applicable court, stock exchange authority, regulatory, arbitral, governmental (including national, state, provincial and local governmental authorities), supranational or administrative agency, institution or body.

"**Client**" means the Office of Management Enterprise Services and during the term of this contract, any State Entity who may utilize this contract.

"**Confidential Information**" has the meaning given in subsection 6.1.

"**Documentation**" means any user documentation, published specifications, or agreed on custom specifications for the Software or Services as set forth in or attached to any statement of work or Transaction Agreement.

"**Financial Criminal Laws**" means all Laws relating to (i) money laundering, terrorist financing, unlawful financial activities or unlawful use or appropriation of corporate funds; (ii) the prevention of bribery, corruption, fraud or similar related activities (including, where Thentia provides Services for or in the United States, the *Foreign Corrupt Practices Act)*; and (iii) Sanctions.

"**Independent Contractor**" means any individual who is not an employee of Thentia, who provides services to Thentia under a contract for services and who provides those services in a manner similar in all material respects to the employees of Thentia.

"**Laws**" means any applicable laws, rules, regulations, guidelines and other legally binding measures issued, administered or enforced by any Authority, as they may be amended from time to time.

"Pre-Existing Materials" has the meaning given in subsection 5.1.

"Privacy Laws" means all Laws governing personal information, including the *Personal Information Protection and Electronic Documents Act* (Canada), the *Freedom of Information and Protection of Privacy Act* (Ontario) and, where Thentia provides Services for or in the United States, the *Gramm-Leach-Bliley Act.*

"**Client Data**" means the data provided by, or collected by Thentia for, Client as part of or in connection with the Services, and the results of processing that data through the Services.

"**Client Marks**" has the meaning given in subsection 5.2.

"Client Usage Information" means any data, including but not limited to metadata, in any way generated from the use of the Services by Client, or any of their authorized users, including but not limited to clients.

"**Contract Document**" means the Statewide Contract and all attachments, schedules, appendices, exhibits and Addendums thereto, including this MSA and any Transaction Agreements the Statewide Contract and all attachments, schedules, appendices, exhibits and Addendums (as defined in the Statewide Contract) thereto.

"**Sanctions**" means any economic, trade or financial sanctions imposed on an individual, entity, territory or country, which are administered or enforced by any Authority.

"Security Breach" has the meaning given in subsection 6.5

"Services" means any services Client acquires from Thentia under the Transaction Agreement.

"Services Deliverables" means any written or electronic items (such as software, specifications, diagrams, flowcharts, forms, reports, and other materials) being developed for or to be delivered to Client as part of the Services under the Transaction Agreement.

"Software" means any software product Thentia licenses to Client or for which Thentia provides access to Client, or through which Thentia provides Client a service, under the Transaction Agreement.

"Thentia Personnel" means any personnel assigned by Thentia or by any subcontractor of Thentia to perform any part of the Services, including employees and Independent Contractors of Thentia.

"Transaction" means the acquisition by Client of Software or Services from Thentia.

"Transaction Agreement" means the agreement that the parties to a Transaction enter into incorporating this Master Service Agreement and containing the business details and specific terms for that Transaction.

1.2   Interpretation. Headings are inserted for convenience only and are not to be used to interpret the Transaction Agreement. "Including", "in particular", "such as" and similar expressions are not words of limitation.

1.3   Subdivisions. Subdivisions of this agreement are called sections (e.g. 1), subsections (e.g. 1.1), paragraphs (e.g. 1.1(1)) and clauses (e.g. 1.1(i) or 1.1(1)(i)).

1.4   Conflict. Only Thentia and the State, by and through the Office of Management and Enterprise Services may revise the terms of this Master Service Agreement in the Transaction Agreement but the changes will only affect the Transaction to which that Transaction Agreement applies. If there is any conflict between the Transaction Agreement and this Master Service Agreement, the Transaction Agreement will prevail.

1.5   No Exclusivity. Unless the Transaction Agreement provides otherwise, each party acknowledges that the Transaction Agreement is non-exclusive and either party may contract with other parties for the procurement or sale of software, systems and services comparable to the Software and Services.

2.   SOFTWARE AND SERVICES

2.1   Acquisition of Software and Services. Client acquires from Thentia and Thentia provides to Client the Software and Services stated in the Transaction Agreement. Client acquires the Software subject to the license terms stated in the Transaction Agreement. Client acquires the Services and has access to or receives Services from the Software subject to the terms stated in the Transaction Agreement. The Services will include any activities reasonably implied by them, even if the activities are not expressly stated in any written description of the Services.

2.2   Performance. Except as set out in the Transaction Agreement, Thentia will be responsible, at its cost, for providing all supplies, personnel, and other things necessary to deliver the Software and perform the Services acquired by Client under the Transaction Agreement.

2.3   Cooperation and Coordination. If Client, or any third party retained by Client, acquires or performs for Client any products or services that interface with Thentia's Software or Services, Thentia will cooperate with Client or that third party as reasonably requested by Client.

2.4   Deliverables, Rights and Services. Thentia will provide to Client electronically or otherwise, at no extra charge, at least one copy of the Documentation for any Software or Services no later than the date of delivery of that Software or those Services. Client may, at no cost, make a reasonable number of copies of Software, Documentation, or other Services Deliverables for internal use. Thentia will offer to provide to Client at its then prevailing rates all consulting services and training Client needs for Software. Thentia will provide to Client, free of charge or for an extra fee as may be mutually agreed on by the parties at the time, any reports requested by Client that Thentia is able to provide for Software or Services.

2.5   Thentia Personnel and Client Complaints. Thentia will assign the individuals (if any) named in the Transaction Agreement to perform any specified role or task and will not replace

named individuals without Client's prior written approval. Thentia will promptly handle any reasonable complaints Client may have about Software, Services, a Transaction Agreement or Thentia Personnel and make reasonable efforts to resolve them to the satisfaction of Client. If Thentia is unable to resolve any complaints about any Thentia Personnel within a reasonable time, Thentia will replace those personnel with other individuals approved in advance by Client and having the necessary skills and experience, at no additional cost to Client.

2.6   Attendance on Client Premises and Access to Client Systems. If under the Transaction Agreement Thentia may come onto Client's premises or access Client's systems remotely, Thentia will comply with all terms agreed on by the parties for those situations and observe all rules, guidelines, and policies communicated by Client to Thentia applicable to those situations.

2.7   Client Obligations. Client will provide to Thentia, upon request which will not be unreasonably withheld, any information Thentia reasonably needs from Client to perform its obligations under the Transaction Agreement, which at the time Client knowingly provides information shall be accurate and complete and virus free and does not contain any content or materials which violate any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes Thentia to civil or criminal liability. Thentia will comply with all Privacy Laws concerning such information and will not disclose, distribute or reproduce such information. Thentia will not be responsible for any error, omission, or damages caused by any inaccuracy with that information, subject to Thentia using reasonable due diligence in its use of that information. Client will have its staff communicate with Thentia Personnel as necessary for the Services.

2.8   Open Source Code. Thentia will not, without Client's consent, license, provide access to, use to provide a Service to, or develop for Client, any Software or Services Deliverable that incorporates, is combined with or is linked to Open Source Code. "**Open Source Code**" means software code whose use is governed by license terms that:

(a)   impose requirements on the use of software into which such code is incorporated, with which it is combined or to which it is linked ("**Related Software**"); or

(b)   create, or purport to create, additional obligations for users of the Related Software or of any other computer applications.

In no event will any Open Source Code incorporated, combined with or linked to any Software or Services Deliverable be subject to license terms that:

(i)   grant, or purport to grant, to any third party any rights to, or immunities against claims under, the user's intellectual property and proprietary rights; or

(ii)   have the effect of requiring that any Related Software be (A) disclosed or distributed in source code form, (B) licensed for the purpose of making derivative works, (C) redistributable at no charge, or (D) licensed under any open source or free software license or other licensing scheme.

3. FINANCIAL

3.1   Charges Payable. All fees to be paid by Client to Thentia and associated payment terms will be set out in the Transaction Agreement. Charges for Software or Services include the cost of their delivery and their implementation and the delivery of the Documentation to Client unless the Transaction Agreement states otherwise. Thentia may not claim any charges for Software, Services or Documentation other than those stated in the Transaction Agreement. Thentia will return payments made in advance for Services that, because of the lawful ending of the Transaction Agreement, will not be performed.

3.2   Expenses. Any expenses Client is to reimburse Thentia must be approved in advance and in writing by Client and must be reasonable and properly documented. Client will not reimburse Thentia for any incurred Travel and/or Lodging expenses.

3.3   Invoices, Taxes, and Withholdings. Unless otherwise set out in the Transaction Agreement, Client will pay invoices within 45 days of receipt. Invoices will be sent and paid electronically unless otherwise agreed with Client.

4.   WARRANTIES

4.1   Software and Services Quality. Thentia warrants as follows:

(1)   Software and Services will conform in all material respects at the time of their delivery with the Documentation and will be free from any material quality defects. Before delivering Software or Services to Client, Thentia will use reasonable efforts to detect and correct material non-conformances with the Documentation and any other material quality defects.

(2)   At the time of its delivery Software will be free from expiry codes or other devices, whether functioning with machine serial numbers, dates or otherwise, designed to prevent or limit the use of the Software as authorized under the license for it at any time. Software and any media on which Software is stored, as delivered, will be free from computer viruses to the extent the most up-to-date applicable detection techniques permit.

4.2   General Performance. Thentia will (i) provide the Services in a professional manner, using at least the same degree of care, skill, and supervision as would be exercised by a reasonable and prudent person experienced in performing similar services; (ii) use personnel with suitable skills to perform the Services; (iii) in providing the Software and Services, follow quality assurance procedures to ensure that the Software has been manufactured and developed and the Services have been performed with a high degree of professional quality and reliability; and (iv) deliver the Software and complete the performance of the Services by the agreed on dates. Thentia will promptly notify Client in writing on becoming aware of any circumstances that may reasonably be expected to endanger the timely and successful delivery of any Software or performance and completion of any Services.

4.3   Remedies. If any Software or Thentia's provision of any Services fails to conform to subsection 4.1 or 4.2, subject to any acceptance procedures stated in the Transaction Agreement, Thentia will immediately make all necessary corrections to the Software or re-perform the Services at no additional cost to Client. If Thentia is unable to make all necessary corrections to the Software or satisfactorily re-perform the Services within a reasonable time or any time stated

in the Transaction Agreement, Thentia will refund any fees paid by Client applicable to the Software or the Services.

4.4   Performance

(1)   Thentia's performance under the Transaction Agreement, and the performance of Thentia's Software, will be in accordance with all requirements of the Transaction Agreement, including service levels and other specific standards of performance.

(2)   Attachment D.5 of the Statewide Contract includes the service level agreement for the Services or the Software. Thentia will ensure that the Services or the Software meet the agreed on service levels and will continuously monitor and measure its achievement of the service levels and report the results to Client in the frequency and format agreed by the parties.

4.5   Authority and Laws

(1)   Each party will have the proper corporate authority and all rights necessary to enter into the Transaction Agreement.

(2)   Thentia will throughout the term of the Transaction Agreement, have all right, power and authority (including all consents and authorizations required) to provide the Software and Services, grant all licenses granted to Client and otherwise perform its obligations under the Transaction Agreement.

(3)   Thentia will, at its cost, obtain all necessary regulatory approvals, licenses and permits applicable to its business. Thentia confirms that it is aware of the Laws applicable to it and agrees that it will comply (and has policies, procedures and controls in place designed to comply) with all applicable Laws, including all those applicable in the jurisdiction in which Thentia conducts its business or provides Services to Client, and including all applicable Financial Criminal Laws and Privacy Laws. Thentia will not act, or omit to act, in a way that might reasonably be expected to put Client at risk of violating Financial Criminal Laws applicable to Client.

(4)   Thentia warrants that neither it nor any of its affiliates (a) is, or is located in a territory that is, the subject of any Sanctions; or (b) has engaged in, or will engage in, any dealings or transactions with any person, or in any territory, that is the subject of Sanctions.

(5)   Thentia will cooperate with Client in providing any assurances for or evidence of compliance with any anti-money laundering or terrorist prevention Laws (including, for Transactions performed in or involving the United States, the *USA Patriot Act* and the *Bank Secrecy Act*). Client may, as part of its anti-money laundering procedures, conduct reviews and investigations about Thentia Personnel, and Thentia will cooperate with Client in the performance of these activities.

(6)   If Thentia provides any Services to Client that involve the planning, managing or delivery of commercial electronic messages to recipients in the United States or the installation of computer programs on another person's computer system, Thentia will comply with (i) US Anti-Spam Laws as it may be amended from time to time, (ii) any other applicable rules and regulations with authority to administer and enforce US Anti-Spam Laws; and (iii) any

additional obligations related to the sending of commercial electronic messages or the installation of computer programs that are included in the Transaction Agreement.

(7)   If Thentia provides any Services to Client that involve the planning, managing or delivery of commercial electronic messages to recipients in Canada or the installation of computer programs on another person's computer system, Thentia will comply with (i) Canada's Anti-Spam Legislation (CASL) as it may be amended from time to time, (ii) any other applicable rules and regulations with authority to administer and enforce Canada's Anti-Spam Legislation; and (iii) any additional obligations related to the sending of commercial electronic messages or the installation of computer programs that are included in the Transaction Agreement.

(8)   Thentia is responsible for ensuring that all Thentia Personnel are legally permitted to work in the jurisdiction in which the Services are being performed and that all Thentia Personnel seeking admission to that jurisdiction have proper authorization to do so. Thentia will indemnify Client from and against any direct or indirect losses, fees, costs (including legal costs), fines or other liability incurred by Client as a result of a finding that Thentia or any Thentia Personnel are not properly authorized or legally permitted to provide Services in that jurisdiction.

4.6   Other Warranties Disclaimer. Except for the express warranties or conditions contained in the Transaction Agreement, Thentia disclaims all warranties and conditions, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

5.   OWNERSHIP RIGHTS

5.1   Ownership of and Risk of Loss for Software

(1)   Thentia (or a third party, if Thentia is not the owner of the Software) retains all ownership rights to Software it licenses to Client. If Software is lost or damaged during shipment to Client, Thentia will replace it at no charge. If it is lost or damaged after delivery to Client, Thentia will replace it at the cost of making and shipping a new copy.

(2)   Unless otherwise agreed under the Transaction Agreement, Thentia will have all ownership rights in Services Deliverables and any Work Product (as defined in the Statewide Agreement), and (i) Thentia will have those rights from the creation of the Services Deliverables and Work Product; (ii) Client waives, in favour of Thentia, any Moral Rights it may have in the Service Deliverables and Work Product at law (including any copyright legislation) or in equity.

(3)   Neither party will remove or obscure any copyright, patent, trade secret or other proprietary rights notice the other places on Software in which it has all ownership rights.

5.2   Ownership of Client Data. The Client will have all ownership rights in Client Data, and (i) Thentia waives, in favour of Client, any rights it may have in Client Data at law or in equity.

5.3   **Ownership of Anonymized Data.** Client will have all ownership rights in Anonymized Data, and (i) Thentia waives, in favour of Client, any rights it may have in Anonymized Data at law or in equity.

5.4   **Protection of Client Marks and Artwork.** "**Client Marks**" means all trademarks, trade names, logos, slogans, service marks, symbols, and names of Client, whether registered or not. "**Artwork**" means any templates, drawings, specifications, or other artwork Client provides to Thentia for Services or Client Marks. Thentia may use any Client Mark or Artwork only if necessary under Services and then only as approved in advance by Client. Thentia will comply with any specifications Client provides to it for that use. Thentia will not (i) impair Client's rights in Client Marks in any way; (ii) acquire any title to Client Marks through their use and may not claim any title to Client Marks through their use; or (iii) make any unlicensed use of any Client Mark or file any application in any jurisdiction for the registration of any Client Mark. Thentia's use of Client Marks is to accrue to the benefit of Client. Any artwork created by Thentia containing any Client Mark must be approved by Client before it may be used for Services.

5.5   **Preservation of Parties' Rights.** Except as expressly stated in the Transaction Agreement, neither party transfers to the other any intellectual property or other property under the Transaction Agreement. Either party is free to use in its business any skills, experience, ideas, concepts, know-how, or techniques that it acquires in performing or receiving the Services, so long as in doing so that party does not infringe the other's ownership rights or breach its obligations for Confidential Information under the Transaction Agreement.

6.   **CONFIDENTIALITY OBLIGATIONS**

6.1   **Confidentiality Definitions.**

"**Confidential Information**" means,

(1) For Client, any state and citizen data and records subject to confidentiality obligations by applicable law, including personally identifiable information of any person.

(2) For Thentia, except for any Confidential Information of Client, all confidentiality and proprietary information of Thentia, including, but not limited to: (i) Software and Pre-Existing Materials; (ii) financial information of Thentia disclosed to Client; (iii) information marked confidential; and (iv) information about its business, processes, the technology that it uses, its third-party contractors, customers or other identifiable individuals.

"Confidential Information" does not include any information that: (a) is excluded from confidentiality in provisions of the Contract or the Oklahoma Records Act; (b) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of the Contract; (b) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under the Contract and without other obligations of confidentiality; (c) is independently developed without the use of any of confidential information; (d) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure; or (e) résumé, pricing or marketing materials provided to the State.

6.2   Use and Retention. Client will use the Confidential Information of Thentia party solely for the purpose for which it was provided and retain it for the time period required for that purpose or as agreed to between the parties. Parties agree Client's obligation of confidentially is subject to the Oklahoma Open Records Act.

6.3   Disclosure. Each party may only disclose Confidential Information of the other party (i) with the prior written consent of that other party; (ii) to the extent it is legally required to do so; and (i) to its directors, officers, employees, independent contractors, professional advisers (including internal and external auditors) and governmental and regulatory authorities, in each case to the extent they have a need to know, are informed of the confidential nature of the information, and agree (for a third party through a written agreement) or are otherwise bound to act in accordance with the obligations set out in this section 6.

6.4   Compelled Disclosure. A party may disclose Confidential Information of the other party to comply with legal or regulatory requirements including, but not limited to the Oklahoma Open Records Act.

6.5   Return of Confidential Information. On the termination of the Transaction Agreement or otherwise at the other party's written request, a party will return immediately or, as the other party may direct, destroy all copies of the other party's Confidential Information it then has and certify that it has taken this step, except (i) copies required by Law or internal policies implementing such Law; and (ii) where the party is Client, Software and Services Deliverables belonging to Thentia that Client is entitled to retain under the Transaction Agreement. In destroying Confidential Information, including in electronic devices or media (such as hard drives, USB mass storage, tape, optical storage CD, DVD, etc.), the parties will use a secure and reliable process so that following destruction, the Confidential Information is not recoverable, and the electronic device or media cannot be read by any commercially available tool. If requested by the disclosing party, the receiving party will produce a written certification of destruction from a reputable external vendor certifying secure destruction of the Confidential Information. This is in addition to the requirements as identified in Attachment D, Appendix 1, Section I.

6.6   Use of Client Name/Marks and Communication with Regulators. Thentia may not use the Client name or any Client Mark in any advertisement, press release, or in any other public message without first getting Client's consent, which Client may withhold at its discretion. Thentia may not communicate with any regulator of Client about the subject matter of the Transaction Agreement or any matter involving Client without Client approval.

7.   RISK MANAGEMENT

7.1   Thentia Personnel. Thentia will provide at its cost all personnel necessary for the furnishing of the Services. Thentia confirms that Thentia Personnel have received and will continue to receive appropriate training on Thentia's obligations under the Transaction Agreement, including section 6 of this Master Service Agreement. For Services at Client premises, Services involving performance of ongoing activities for Client or contact with Client Confidential Information, and Services stated in the Transaction Agreement as being subject to this requirement, Thentia and Thentia Personnel will be subject to the background screening requirements set out in Exhibit 1. The parties intend for this section be read in addition to the requirements as outlined in Section 14 of Attachment A to the Statewide Contract.

8.   LIABILITY

8.1   Exclusion of Liability. The parties acknowledge and agree that they are each subject to the limitation of liability provisions in Section 16.5 of Attachment B to the Statewide Contract.

8.2   Indemnities Prevail Over Any Exclusion. Despite subsection 8.1, all indemnities granted in this section apply regardless if the damages, costs or other liabilities payable under them are considered special, indirect or consequential damages.

8.3   Indemnity. The parties acknowledge and agree that Thentia is subject to the indemnification obligations in Section 16 of Attachment A to the Statewide Contract.

9.   RELATIONSHIP MANAGEMENT

9.1   Parties' Representatives. The parties will each appoint a representative for the Transaction Agreement. Thentia's representative must be acceptable to Client. The parties' representatives will meet quarterly (or at other intervals agreed on by the parties appropriate for the Transaction Agreement) to review the performance of ongoing activities and discuss other items arising out of the Transaction Agreement.

9.2   Negotiation of Action Plans and Other Items. Either party may require the other at any time to negotiate with it action plans (specifying activities, dates, and any associated costs), procedures (e.g. communication or change management procedures), or other items, as appropriate, to give greater effect to the Transaction Agreement and the overall relationship between the parties. The parties will comply with any action plans, procedures, or other items they agree on.

9.3   Negotiation of Changes. The State and Thentia will negotiate with the other from time to time on request, as is reasonable, changes to the Transaction Agreement or this Master Service Agreement necessary to take into account new circumstances or the parties' experience with the Transaction Agreement or this Master Service Agreement (including changes to specifications, services or standards of performance and any costs associated with them). Any change the parties agree on must be in writing and signed by both parties. In negotiating changes, the parties will follow any change management procedures they may mutually agree on.

10.   DISPUTE RESOLUTION

10.1   Reserved.

10.2   Equitable Relief. To the extent allowed by applicable law, either party is free at any time, for any dispute to seek injunctive relief, specific performance, or any other equitable relief.

10.3   No Suspension of Obligations. For greater certainty, for any dispute, neither party may suspend the performance of its obligations under the Transaction Agreement, including remedying any material breach capable of being remedied, while the Transaction Agreement remains in force. Despite this provision, Client may, acting reasonably, withhold payment of any disputed amount on any invoice until the dispute over that amount has been settled. Client may withhold payment only of the disputed amount, and not of any other amount, and only for so long as the dispute exists.

11.   TERMINATION OF AGREEMENT

11.1   The parties acknowledge and agree that they are bound by the termination provisions in Sections 17, 18, 19, and 20 of Attachment B to the Statewide Contract and Section 3 of Attachment B to the Statewide Contract.

11.2   Return and Retention of Items. On the ending of the Transaction Agreement, subject to any agreement to the contrary, the parties will promptly return to the other any items belonging to the other then in its possession or under its control, deliver to the other any items to be delivered to the other under the Transaction Agreement, and comply with its obligations for Confidential Information under the Transaction Agreement. In returning or delivering any electronic items to Client, Thentia will use a generally accepted format intelligible to Client or any format agreed on with Client and will make appropriate back-up of those items and run appropriate tests to protect the integrity of those items. For greater certainty, after the ending of the Transaction Agreement, Client may use and copy for Client any templates, written processes, or other documents Thentia used for Services. Client may give this right also to any third-party furnishing services to Client which are similar to the Services, except for the use of any Pre-Existing Materials of Thentia**.**

11.3   Winding Down. On the ending of the Transaction Agreement for any reason and in preparation for the ending of the Transaction Agreement, the parties will assist each other, to the extent reasonable, to bring the Transaction to a close, with the least amount of inconvenience and disruption possible, and will carry out the activities in any winding down plan agreed on between the parties by the times agreed on for them. If no winding down plan exists at any time between the parties, either party may require the other to negotiate one on request. The plan for the winding down will be in addition to those requirements outlined in Section 27.4 of Attachment A to the Statewide Contract and Section I of Appendix 1 to Attachment C to the Statewide Contract.

12. GENERAL

12.1   Notices. Notices under the Transaction Agreement must be as per the notice terms of the Transaction Agreement and Section F of Appendix 1 to Attachment D of the Statewide Contract. Notices must be sent to a person and address that a party designates in writing for their receipt.

12.2   Approvals, Consents and Agreements. Unless otherwise stated, a party may not unreasonably delay or withhold any approval or consent to be given to the other. Approvals and consents by a party will be considered given only if given in advance and in writing by an authorized officer of the party. Matters to be agreed on by the parties must be agreed in writing.

12.3   No Waiver. No failure or delay to exercise any right and no custom of the parties may form a waiver of a party's right to demand full compliance with the Transaction Agreement.

12.4   Force Majeure. The parties acknowledge and agree that they are subject to the force majeure provisions in Section 24 of Attachment A of the Statewide Contract.

12.5   No Agency or Employment. The relationship between the parties is that of independent contractors. Thentia is not in any sense a partner, joint venturer, agent or employee of Client, and Thentia Personnel are not agents or employees of Client for federal, state, provincial or local tax purposes or for any other purposes whatsoever. Thentia Personnel are not entitled to any benefits (including but not limited to paid vacation and membership in insurance, pension, and other group

plans) or forms of compensation that Client grants to its employees. Client is not responsible for withholding and paying for Thentia any taxes, unemployment insurance, or other amount to be deducted by statute from payments made to employees. Thentia will reimburse Client for any of these amounts Client is required to pay to any governmental authority. Except to the extent set out in the Transaction Agreement, neither party will have the power to bind the other or incur obligations on the other's behalf without the other's approval.

12.6   Entire Agreement, Assignment, and Successors. The Contract Documents (i) are the entire agreement between the parties about its subject matter and may not be amended except by an agreement in writing; (ii) may not be assigned by either party without getting first the approval of the other; and (iii) is binding on and accrues to the benefit of the parties, their successors, and their permitted assigns.

12.8   Governing Law. Unless stated otherwise in the Transaction Agreement, a Transaction Agreement entered into by Client will be exclusively governed by the laws of the State of Oklahoma, and a Transaction Agreement entered into by an Authorized User in the United States will be exclusively governed by the laws of the State of Oklahoma without regard to conflict of laws principles. Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma. Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in the Oklahoma County District Court or Federal Western District of Oklahoma.

12.9   Survival. Any terms and conditions of the Transaction Agreement which by their nature extend beyond the end of the Transaction Agreement will survive and remain in effect after the end of the Transaction Agreement. These include, without limitation, the parties' rights and obligations under sections 5, 6, 8, 10 and 12 and subsections 11.3 and 11.4 of this Master Service Agreement.

12.10   Execution and Delivery. Agreements between Client and Thentia, including this Master Service Agreement and any Transaction Agreement, may be signed electronically and in any number of counterparts, all of which taken together will constitute one single document. The electronic exchange of signed copies (including PDF copies or other legible image files) of agreements will be (among other methods of delivery) sufficient to bind the parties.

Exhibit 1

Background Screening Requirements

For a Transaction Agreement entered into by an Authorized User in the United States:

At Client's request, Thentia will promptly require any Thentia Personnel to provide to Client a completed background and security questionnaire in Client's form and to undergo fingerprinting and drug testing. Notwithstanding anything to the contrary in the Transaction Agreement, Client may end the Transaction Agreement or may require Thentia immediately to end the assignment of any Thentia Personnel if:

(a) that Thentia Personnel does not promptly provide complete information (and fingerprint specimens) under that background and security questionnaire or does not undergo drug testing or fingerprinting; or

(b) in the sole judgment of Client, (i) the results of the background investigation or drug testing are unsatisfactory; (ii) any background information provided by that individual is inaccurate, or (iii) any background information provided by that individual cannot be verified to Client's satisfaction. Nothing contained in the Transaction Agreement may be interpreted so as to create any obligation on the part of Client to disclose to Thentia or Thentia Personnel the reasons for its determination about these items, or share any information obtained through its background investigation or drug testing, except to the extent otherwise required by Law.

Attachment D.3 to
STATE OF OKLAHOMA STATEWIDE CONTRACT WITH THENTIA USA INC.

TRANSACTION AGREEMENT

(CLOUD SOFTWARE-AS-A-SERVICE (SAAS))

This Transaction Agreement is dated effective as of_____, 20___(the **"Transaction Agreement Effective Date**") is made between Thentia USA Inc. (**"Thentia"**) and the State of Oklahoma, by and through the Office of Management and Enterprise Services (the **"Client"**) on behalf of [insert agency name here] (this **"Agreement**"). This Agreement is attachment D.3 to the State of Oklahoma Statewide Contract Number 1182 (the "**Statewide Contract**").

Capitalized terms used in this Agreement but not otherwise defined shall have the meanings given to such terms in the Statewide Contract or other Contract Documents (as defined in the Statewide Contract).

A. Transaction Agreement Term and Subscription Period

Transaction Agreement Term:	One (1) year initial term with four (4) one-year options to renew for a possible total of five 5 year(s) from the date of the Transaction Agreement Effective Date.

B. Start Date of Services

The start date of services will be the Transaction Agreement Effective Date.

C. Acceptance Procedures

If any Software or Thentia's provision of any Services fails to conform to subsection 4.1 or 4.2 of the Master Service Agreement, Thentia will, at Client's request, immediately make all necessary corrections to the Software or re-perform the Services at no additional cost to Client. Thentia will make such corrections within 90 days of being notified by Client. Client will receive a credit against future payments due under this Agreement for any time paid for where Service was not made available as a result of a breach of subsection 4.1 or 4.2, or if no future payments are due, then Client will be eligible for reimbursement of such amount. Thentia shall have no liability for unavailability of the Software or Services

caused by any of the following: (a) Client's content or data; (b) modifications by Client or third party to a product delivered under this Agreement or combinations of the product with any non-Thentia provided services or products unless Thentia recommended or participated in such modification or combination; (c) use of a product or service by Client in violation of the Contract Documents unless done so at the written direction of Thentia, or (d) a non-Thentia product that has not been provided to the State by, through or on behalf of Thentia as opposed to its combination with products Thentia provides to or develops for the State or a Client as a system.

D. Description of Services

    a. Thentia will perform the Services described on the SOW attached to the Agreement.

    b. Each SOW shall contain, unless the parties hereto agree otherwise, a description of the Services to be provided, any technical specifications applicable to the Services, any documents, any Deliverables and the timetable for any such Deliverables and Services and any training. A SOW may also contain additional terms and conditions as may be mutually agreed by the parties hereto. Each SOW shall be incorporated into and form part of this Agreement. Thentia agrees to use commercially reasonable efforts to complete the Professional Services in accordance with the delivery schedule specified in each SOW. Thentia shall not be liable to Client for any failure to meet any delivery schedule, caused by client. Thentia will endeavor to provide Client with an updated delivery timetable in the event of changes to such timetable.

    c. The parties agree the Services will be provided in accordance with the Service Level Agreement, Attachment D.5 and Statement of Work, Attachment D.6 of the Statewide Agreement.

2. Environments Available to Client.

(a) Production.

    a. A Production environment configured to meet uptime and information security requirements that is wholly separate from the non-production environment sized to accommodate at least 30,000 registrants with load tested capacity equivalent to 5,000 requests per second.

(b) Non-Production.

    a. A Non-Production environment configured to meet uptime and information security requirements that is wholly separate from the production environment and sized to accommodate at least 30,000 registrants with load tested capacity equivalent to 1,000 requests per second.

3. Business Continuity.

    a. It will take Thentia no more than the following amount of time to get Thentia SaaS up and running at the Disaster Recovery Site following the occurrence of a disaster: **2 hours**

    b. No more than the following number of hours of data could potentially be lost following a disaster: **24 hours**

      c. The Disaster Recovery Site will be built so that the Thentia SaaS can achieve the Service Levels while running at the Disaster Recovery Site.

4. Sites (from which Thentia and Subcontractors Provide Services).

      a. Office: 7th Floor, Two Leadership Square, 211 N. Robinson Avenue, Oklahoma City, Oklahoma, USA 73102
      b. Office: 300-60 Adelaide St. East, Toronto, Ontario M5C 3E4, CANADA
      c. Datacenters: Microsoft Azure, Amazon AWS and/or Google Compute Engine

5. Data Residency.

      a. Thentia and Subcontractors will ensure that all Client data is stored and resident in United States.

6. Thentia Documentation (If applicable).

      a. User Guide
      b. Database Design Document
      c. Data Dictionary
      d. Software Architecture
      e. System Administration Guide
      f. System Requirements Specification
      g. Detailed Requirements Document
      h. Technical Requirements Document
      i. Analysis and Design Document
      j. Test Plan Document
      k. Technical Support Document
      l. Retention of Records Document
      m. Design Requirements Document

7. Acceptance Testing.

    a. Acceptance Test Specifications
        i. A Quality Assurance and User Acceptance Testing phase will be conducted in a test environment with each deliverable to ensure the delivered services meet the specifications specified in the Thentia Documentation.

8. Records Retention.

    a. Thentia will provide records retention as per Section 10.2 of Attachment A of the Statewide Contract.

9. Charges Payable and Charges Payment Schedule

    (a) Definitions:
        1. "Annual Per-License Fee" means the fee charged per license, per month, multiplied by 12.
        2. "Contract Year" means initially, the period commencing on the Transaction Agreement Effective Date and ending 12 months following the Transaction Agreement Effective Date, and thereafter, each successive 12-month period during the Transaction Agreement Term.
        3. "Licensee" means a Person that is registered with or licensed by the Client regulatory body in any respect but excludes Persons that were formerly registered with or licensed by the Client regulatory body but have since retired, resigned or otherwise cancelled or had their license or registration terminated.

    (b) The monthly fees for the Software and Services are set forth on Attachment D.4 to the Statewide Contract. The fees for Software and Services are subscription fees under 74 O.S. § 85.44B(A) and are payable on an annual basis.

    (c) Thentia shall be paid upon submission of a proper invoice(s) in accordance with Section 7 of Attachment A to the Statewide Contract. Payment of all fees in any invoice shall be payable NET 45-day terms.

    (d) Licensee counts will be adjusted in true-up fashion at the beginning of each year

of the contract term.

(e) Thentia will issue an invoice for an amount that is equal to the product of (i) the number of licenses on the first day of such Contract Year, multiplied by (ii) the Annual Per-License Fee.

IN WITNESS WHEREOF the Parties hereto have executed this Transaction Agreement as of the Transaction Agreement Effective Date.

THENTIA   **State of Oklahoma by**
USA INC.   **and through Office of**
                                     Management and Enterprise
                                     Services

Per:_____   Per: _____
   (Signature)   (Signature)

_____   _____
   (Name)   (Name)

_____   _____
   (Title)   (Title)

_____   _____
   (Date)   (Date)

<Agency>

Per:_____   Per: _____
   (Signature)   (Signature)

_____   _____
   (Name)   (Name)

_____   _____
   (Title)   (Title)

_____   _____
   (Date)   (Date)

Attachment D.4 to
STATE OF OKLAHOMA STATEWIDE CONTRACT WITH THENTIA USA
INC.

PRICING

This Pricing Attachment is dated effective as of Effective Date of Statewide Contract No. 1182 (this "**Agreement**"), and is made between Thentia Inc. (**"Thentia"**) and the State of Oklahoma, by and through the Office of Management and Enterprise Services (the **"Client"**). This Agreement is attachment D.4 to the State of Oklahoma Statewide Contract Number 1182 (the "**Statewide Contract**"). Capitalized terms used in this Agreement but not otherwise defined shall have the meanings given to such terms in the Statewide Contract or other Contract Documents (as defined in the Statewide Contract).

1. <u>Pricing</u>. Client shall pay the following monthly fee fees to Thentia in accordance with the Statewide Contract and Transaction Agreement:

System: Occupational Licensing	Unit of Measure	Oklahoma Price
0-1000 active licenses.		$2.50
1,000 - 5,000 active licenses.		$1.85
5,000 - 10,000 active licenses.		$1.71
10,000 - 25,000 active licenses.		$1.58
25,000 - 50,000 active licenses.		$1.46
50,000 - 100,000 active licenses.		$1.35
100,000 - 250,000 active licenses.		$1.25
250,000 - 500,000 active licenses.	per active license per month	$1.16

System: Permitting	Unit of Measure	Oklahoma Price
500,000 - 750,000 active licenses.		$1.07
750,000 - 1,000,000 active licenses.		$0.99
System: Permitting	**Unit of Measure**	**Oklahoma Price**
0-1000 active permits.		$20.00
1,000 - 5,000 active permits.		$14.95
5,000 - 10,000 active permits.		$13.85
10,000 - 25,000 active permits.		$12.80
25,000 - 50,000 active permits.		$11.80
50,000 - 100,000 active permits.		$10.90
100,000 - 250,000 active permits.		$10.05
250,000 - 500,000 active permits.		$9.35
500,000 - 750,000 active permits.		$8.50
750,000 - 1,000,000 active permits.	per active license per month	$7.50
Additional Costs		

Maintenance	N/A	0
Hosting	N/A	0
Migration	N/A	0
Training	N/A	0
Professional Services - Change Request	per hour	$150
Extra Storage	N/A	0

<u>Oklahoma Ongoing Support</u>

The following are included at no additional charge:

- Cloud based hosting with hourly data back-ups and disaster recovery
- Regular product updates (new features)
- A dedicated customer success manager assigned to each client
- Regular information security testing and compliance evaluation of Thentia Cloud

2. <u>Licensee Count</u>. Licensee counts will be adjusted in true-up fashion at the beginning of each year of the contract term. Active licensee is defined as any licensee maintaining an active practicing or active non-practicing license with the Client. It does not include retired, resigned, cancelled or any other form of inactive or non-registrant.

Standard Service Level Agreement

Attachment D.5 to
STATE OF OKLAHOMA STATEWIDE CONTRACT WITH THENTIA USA INC.

1.   Services to be Performed

1.1   Thentia will provide cloud application and support services in connection with enabling the Client to access and use the software (the "**Cloud SaaS**"). The Cloud SaaS shall commence at the time any portion of the software is used in production and shall continue until this Agreement is terminated.

1.2   The following table lists the services to be provided pursuant to this Appendix 2:

Item	Description	
Site Access License	A site access license is provided	Included in Licensing
Tier 1 - Support	Support includes Connectivity Issues, Warranty Issues (Defects, Variances), System Usage, General Inquiries and Assistance, and System Availability	Included in Licensing
Tier 2 – Software Feature	Software Feature includes functionality that cannot be satisfied by the existing features of the Software. Software Features are prioritized and dealt with according to the product roadmap and are not guaranteed to be implemented unless Thentia in its sole determination and according to its own timetable implements the Software Feature	Included in Licensing
Tier 3 - Paid Feature	Paid Feature includes functionality that cannot be satisfied by the existing features of the Software and that Thentia in its sole determination is unwilling to prioritize according to any specific timetable	$150 / Hour with Customer Approval

Tier 4 – Change Request	Change Request includes augmentation of existing functionality not previously agreed to that arises after production implementation of the concerned functionality	$150 / Hour with Customer Approval

2. Service Levels

2.1   Thentia agrees to provide and maintain the services as detailed in Section 1.2 of this Appendix I and make them available with a 99.8% uptime guarantee.

2.2   Uptime is measured using the Vendor's automated systems, calculated on a monthly basis. It is calculated to the nearest minute, based on the number of minutes within a given month.

2.3   Failure to meet the uptime guarantee will result in a penalty to be calculated based upon the following table to a maximum of one full month of service charges. Any penalty will offset monthly service charges owed to the Vendor.

Uptime	Penalty
99.8% and Above	No penalty
99.5-99.79%	1% of total monthly service charge
99.0-99.49%	2% of total monthly service charge
97-98.99%	5% of total monthly service charge
<97%	A waiver of the monthly service charge

Note: Uptime measurements exclude connectivity issues that are not within the direct control of Thentia. Without limiting the extent of the foregoing, this may include: large scale Internet outages, the Client's local connectivity, software and/or device issues.

3. **<u>Guaranteed Response Times</u>**

3.1   Response times are measured by the Vendor to determine the length of time it takes to respond to issues raised by the Client.

3.2   The Vendor is deemed to have responded when it has replied to the Client's initial request. This may be in the form of an e-mail or a telephone call to either provide a) a solution, b) request further information or c) escalate the issue to additional resources for resolution.

3.3   Guaranteed response times depend on the severity of the issue raised, based upon the table provided below:

Severity	Description	Response Time
Fatal (L1)	No access to the system	30 minutes
Severe (L2)	Lack of functionality that is severely blocking the ability of the Client to carry out its use of the system	1 hour
Medium (L3)	A support issue that is disruptive but not blocking the use of the system	4 hours
Minor (L4)	A background request that should be addressed in a reasonable timeframe	1-2 business days

3.4   Failure to meet the above written response times will result in a penalty to be calculated based upon the length of variance shown in the following table, to a maximum of one full month of service charges. Any penalty will offset monthly service charges owed to Thentia, based upon the table provided below:

Penalty per Hour	Penalty
1 Hour	1% of total monthly service charge
2 Hours	2% of total monthly service charge
3 Hours	3% of total monthly service charge
4 Hours	4% of total monthly service charge
8 Hours	A waiver of the monthly service charge

4.   Resolution Times

4.1   Thentia will always make a reasonable effort to resolve each issue as swiftly as possible. The Client acknowledges and agrees that Thentia is unable to provide guaranteed resolution times, however, due to the variable nature of the issues.

4.2   Thentia acknowledges and agrees that the Cloud SaaS are central to the operations of the Client's business.

4.3   Thentia agrees that it shall work alongside the Client to establish satisfactory resolution times on an issue by issue basis.

STATEMENT OF WORK

1.   OVERVIEW

1.1. Statement of Work

This Statement of Work ("SOW") is issued under and incorporates the terms of the State of Oklahoma Statewide Contract Number 1182 entered into between the State of Oklahoma, by and through the Office of Management and Enterprise Services and Thentia USA Inc. ("Thentia"), and [Name of Agency] ("Agency") dated [enter date] (the "Agreement").

Agency has purchased licensing for the Thentia Cloud Software-as-a-Service ("SaaS") solution. Agency may utilize Thentia training modules available to configure Thentia Cloud. However, this SOW outlines how Thentia will onboard Agency at no additional charge.

Agency acknowledges that Thentia may incorporate pre-built components and pre-existing software packages into deliverables to be developed under this SOW.

This SOW represents the complete baseline for scope, services, service deliverables, and acceptance applicable to this project. All changes to this document will be managed in accordance with the change management process described at section 5.6 below.

1.2. Project Objectives

The objectives of this project include:

- Implementation of Thentia Cloud configured as per the Agency approved Solution Package

- Upload of existing Agency data into Thentia Cloud

- Training of Agency staff

- Transition to Customer Operations Support and connecting Agency to Service Desk

2.   FEES

2.1.   Fees Applicable to this SOW

Professional Services / Project Fees	One-Time Cost
Professional Services / Project Fees	$0

One-Time Cost	One-Time Cost
Support Services	$0

3.   SCOPE OF PROJECT

Thentia Cloud provides a number of features that can be enabled for Agency's as needed to meet their specific requirements. The following are the product features that will be provided as part of this implementation.

Product Feature	Included
Applicant Portal The web portal used by applicants to establish an account with the regulatory body and apply for a license.	Configuration of the Applicant Portal to support the following types of applicants for individuals: Application Type ● License Type
Licensee Portal The web portal used by existing licensees/registrants to view and update their profile, register and report on continuing education activities, make payments, renew their license and download wallet cards.	Configuration of the Licensee Portal to support the following types of individual licensees/registrants: Application Type ● License Type
Public Register Portal The public-facing licensee/registrant database with searchable records displaying the licensee's profile including authorizations, public notices and any other information required by legislation. Public Register Portal allows the public to search for status of the licensee or business and displays disciplinary actions and licensee history.	Configuration of standard Portal functionality included.
Inspector Portal Case management solution to accommodate site assessors, designed to accommodate the	Configuration of facility-based inspections for the following processes: ● Initial Inspection

process of scheduling inspections, collaborating, and collecting data on subjects.	• Re-Inspection • Unscheduled Inspection Configuration of an inspection associated with an entity/facility application
Online Complaints Portal Members of the public can submit a complaint about a licensee and detail specific information related to the complaint in support of any investigatory needs.	Configuration of the standard online complaint intake form for complaints about a licensed licensee or entity
Business Portal	Configuration of the Business Portal to support the following types of licensees/registrants. Initial Application: Application Type • License Type Renewals: Application Type • License Type
School Portal Education institutions can submit student information to the regulator for a student license and record experience hours reports for that student. This portal is primarily directed at trade institutions that receive experience hour reports.	Configuration of the School Portal to support student license application and experience hour submissions.
Workbench Portal The administrative back-office used by Agency staff to manage licensees and configuration of Thentia Cloud. The Workbench Portal provides access to the functional Modules outlined in this table.	Configuration of standard functionality for the Modules: • Governance Module • Communications Module • Continuing Education Module • Complaints Module • Register Module • Finance Module • Configuration Module • Security Module • Analytics Module
Governance Module Provides the ability to track board members and their membership terms, as well as the ability to serve as a document repository for board members to access.	Member records can be created to create committees. A separate document repository is also available to committees. Case dispositions related to the committee can also be managed within the Governance Module. Board meetings are also included in the module. Meetings can be scheduled, with meeting invites sent from the system itself, including agenda, web and teleconference joining options. Meeting notes can be recorded about a meeting while it

	is in progress, including start and end times, attendance, quorum, facilitator, recorder, and timekeeper, and notes about the meeting. Motions and votes can also be recorded.
Communications Module Ability to send mass emails to customizable lists of licensees	Our team can configure bulk transaction emails. Transactional emails and letter templates are configurable. Agency to provide one email template per transaction scenario.
Continuing Education Module The Continuing Education Module allows the configuration of credit/hour based continuing education programs by license type. This includes whole program requirements as well as categorical requirements. Additional continuing education can be configured for authorizations, should that be required.	Configuration of the Continuing Education Module to support the following types of continuing education: Hours completed, type of education, provider of education, dates, total required hours according to license type
Complaints Module Ability to manage incoming complaints and case management for ongoing investigations.	Configuration of the Complaints Module includes: • Complaint Types • Case Stages • Case Categories • Case Statuses • Disposition Types • Disposition Statuses • Public Notice Types
Register Module Ability to manage individuals or businesses, including applications, renewals, change requests and all other registration matters pertaining to an individual or business.	Configuration of the Register Module is included.
Finance Module Ability to manage fee schedules, creation of invoices and payments.	Configuration of the Finance Module includes: • Fee Items
Configuration Module Allows for the management of configurable components within Thentia Cloud. This includes branding, contact information, license types, application types, required documents, navigation items, string resources, inspection checklists, payment processors, certificate & wallet card templates, lists, and more.	Access to the Configuration Module can be granted to super users on a case-by-case basis.
Security Module Ability to manage staff user credentials and privileges with Role Based Access Control (RBAC)	Configuration of the Security Module is included. This module Includes the configuration of internal users, user groups and role-based access control for each.

Analytics Module Write and execute SQL queries on any data point in Thentia Cloud. The Analytics Module also enables the export of data, visualizing the information in graphics, and assembling graphics and queries into dashboards.	Predefined reports provided as part of the product – Please see *Attachment A* for report listing. Agency can create their own reports using SQL queries within the Analytics Module. All data within the product is exposed for use within the Analytics Module. All reports can be exported to CSV or Excel format.
Integrations Ability to send messages (API Calls) based on triggered events within the system to an external API and/or receive messages from external systems.	Payment processor ● Assumes payment processor is one of the following payment providers: [Payment.Processor] Integrations with System X to facilitate data extract to an external recipient for regulatory reporting
Data Extracts	Regular (i.e. daily, weekly, monthly, annually) data extracts: ● eHealth reporting ● Regulatory reports for external stakeholders

Product features that are currently not in scope can be added as a Change Request or separate project and are not included in the scope of this project.

Additional features may be added as part of the ongoing enhancement and management of the Thentia Cloud product. As features become available, they will be categorized as follows:

1. General features/functionality that do not require configuration.

   ● Agency receives these automatically at no additional cost if Agency is on the latest version of the Thentia Cloud product. (Examples: new reports, usability updates to interfaces, etc.)

2. Features/functionality that require services to configure to meet Agency requirements.

   ● These additional services can be added as a Change Request or a separate SOW and are not included in the scope of this project. (Examples: new portals, new modules)

3.1. Additional Product Assumptions

The following are additional product assumptions that impact the implementation of features:

Accessibility

● Must meet compliance standards including but not limited to WCAG Level AA.

Browser Support

- All applications must run on modern W3C compliant browsers, including tablet and mobile device platforms such as Apple and Android. These browsers include, but are not limited to, current and the three last versions of Firefox, Opera, Google Chrome, Microsoft Edge and Safari.

3.2. Project Completion

The project will be considered complete when any of the following are met:

1. All of the service deliverables identified as in-scope within this SOW have been completed, delivered and accepted or deemed accepted, including approved Change Request Forms; or

2. A signed Project Completion Form has been received from the Agency; or

3. All Level 1 and 2 application defects discovered during the User Acceptance Testing ("UAT") phase have been fixed during the UAT phase and code delivery has been validated by the Agency within 10 days of delivery; or

4. The solution is in functional use either internally or externally; or

5. This agreement is terminated pursuant to the provisions of the agreement.

4. PROJECT ACTIVITIES

The following describes the activities that will be performed, and the deliverables provided as part of the project.

As part of our commitment to ensuring a seamless delivery process, within 10 days of contract signing, Agency shall provide 3 date availability options (each at least 30 days from date of signing, spanning 5 consecutive days) for participation in a series of pre-delivery workshops. One of the three options will be chosen by Thentia. Additionally, Agency agrees to be available 2 hours per day, three days per week, during the delivery phase, and will make all required resources available to complete UAT in a workshop approach over a period of 3- 5 consecutive days.

4.1. Project Description

Thentia will onboard and collaborate with Agency to initialize, configure and launch Thentia Cloud for the designated Agency organization. As part of the project, Thentia will upload Agency's data and provide training services to prepare Agency for launch. Thentia will also provide transition to post-launch maintenance and ongoing Agency support services provided by the Thentia *Service Desk* and Thentia *Customer Success Team*.

The project will be managed based on industry standard project management and software delivery methods as described in this section.

4.2. Project Team and Stakeholder Responsibilities

Role	Responsibilities
Agency Roles	
Project Sponsor	- Reviews and approves documents and deliverables - Participates in workshops to collect and document the scope details - Participates in meetings as required - Participates in the training and UAT activities - Serves as a subject matter expert for business goals/value
Subject Matter Experts	- Participates in meetings as required - Participates in design of business processes - Performs data mapping in the Thentia *Data Mapping Template* - Conducts data clean-up to ensure the data is accurate and up to date - Executes UAT
Thentia Roles	
Customer Success Manager	- Owner of overall Agency relationship - Stakeholder in Agency implementation project - Point of escalation on relationship matters during implementation project
Program Manager	- Provides program level oversight and expertise - Point of contact for external oversight committees, if applicable - Point of escalation on project related matters during implementation project
Project Manager	- Actively manages, communicates, and mitigates project risks / issues and escalates when necessary - Manages sponsors, stakeholders, and team expectations throughout the project - Provides detailed project planning documentation (risk management log, status reports, schedule, etc.) - Responsible for managing the execution of all project milestones/deliverables - Provides leadership and actively manages the project team resources within the confines of the project - Manages project scope and escalates issues and risks where necessary
Project Coordinator	Assists the Project Manager with the coordination of resources, meetings, and information
Regulatory Consultant	Provides subject matter expertise on regulation and/or regulatory processes

Analyst/Implementation Specialist	• Leads the workshops to define the scope for the project • Works closely with Agency to ensure the project meets business needs • Configures the system in alignment with the signed-off *Solution Package* • Supports Agency during training, UAT and launch activities
Trainer	• Provides eLearning modules to Agency • Analyzes training needs with Agency • Coordinates with Agency to schedule training • Conducts required training on Agency configuration before UAT • Documents training feedback from Agency
Technical Architect	• Provides enterprise integration with external systems • Designs custom architecture and technical solutions, if required
Quality Assurance	• Performs quality assurance/functional testing • Executes smoke testing • Executes penny testing (payment processor)

4.3. Project Phases, Activities and Deliverables

Activity	Details	Thentia Key Activities	Agency Key Activities
Phase 1: Pre-Delivery			
Kick-Off Meeting	The purpose of the Kick-Off meeting is to facilitate introductions, review and confirm the scope of work, align on the implementation approach and roles and responsibilities, and review the high-level timeline. NOTE: The timeline will be re-baselined once the Solution Package is signed-off by Agency as part of Phase 1.	• Introductions • Review scope of work • Review roles and responsibilities • Review implementation approach • Review high-level timeline • Provide link to eLearning Modules • Next Steps	• Introductions • Confirm Scope of Work • Confirm Agency responsibilities • Approve high-level timeline • Approval to proceed

Collecting Information/Sample Data	Thentia will provide links to secure folders where Agency can upload: ● Relevant documentation regarding current applications, workflows, etc. ● Sample Data ● Payment processor information ● Templates for certificates and wallet cards. Agency will need to review and make desired updates. NOTE: Sample data must be a representation of the full dataset in the Agency's current system. This robust dataset will enable Agency to confirm during UAT that data is being loaded properly into the Thentia Cloud system. Sample data is not the final dataset and should not be considered the final dataset, in part or in whole.	● Provide access to secure folders ● Deliverable - Provide Thentia standard Data Dictionary and Thentia Data Mapping Template to Agency	● Deliverable - Provide documentation and templates via the secure folders ● Deliverable – Provide payment processor information via the secure folders ● Perform data mapping ● Deliverable - Provide sample data in the Thentia required format and template via the secure folders
Solution Package	Thentia will create a solution document ("Solution Package") that fully outlines the scope that will be delivered. This document is signed off by the Agency before configuration begins.	● Schedule and facilitate workshops to document scope ● Deliverable – Solution Package	● Participate in workshops and collaborate with Thentia team to identify scope ● Review and sign-off on Solution Package

Detailed Project Timeline	The Detailed Project Timeline will be created once Agency has signed off on the Solution Package and scope is agreed upon. Agency will approve the Detailed Project Timeline and the project plan will be re-baselined for progress measurement and status tracking for Phase 2 and 3 of the project.	- Deliverable – Detailed Project Timeline - Re-estimate schedule and cost based on any new requirements identified – this will follow the Change Management process outlined in section 5.6	- Review and approve Detailed Project Timeline - Formal sign-off of any change requests to update budget and timelines, if required
Phase 2: Delivery			
Configuration	Configuration of the environment is completed using an iterative approach. Agency collaboration during the configuration process is critical for implementation success.	- Iterative solution configuration based on Solution Package - Configure integrations as required, including payment processor integration - Create data extracts as required - Deliverable – Working Thentia Cloud system	- Participate in configuration workshops and provide feedback to project team - Deliverable - Provide documents for email and letter templates - Deliverable - Provide credentials for integrations as required via the secure folders
Data Upload – Sample Data	Thentia will upload Agency sample data into the sandbox environment.	Upload Agency provided sample data	- Validate sample data upload into sandbox environment - Correct data and data mapping file as required - Deliverable - Sign-off on sample data upload via the UAT sign-off form (post

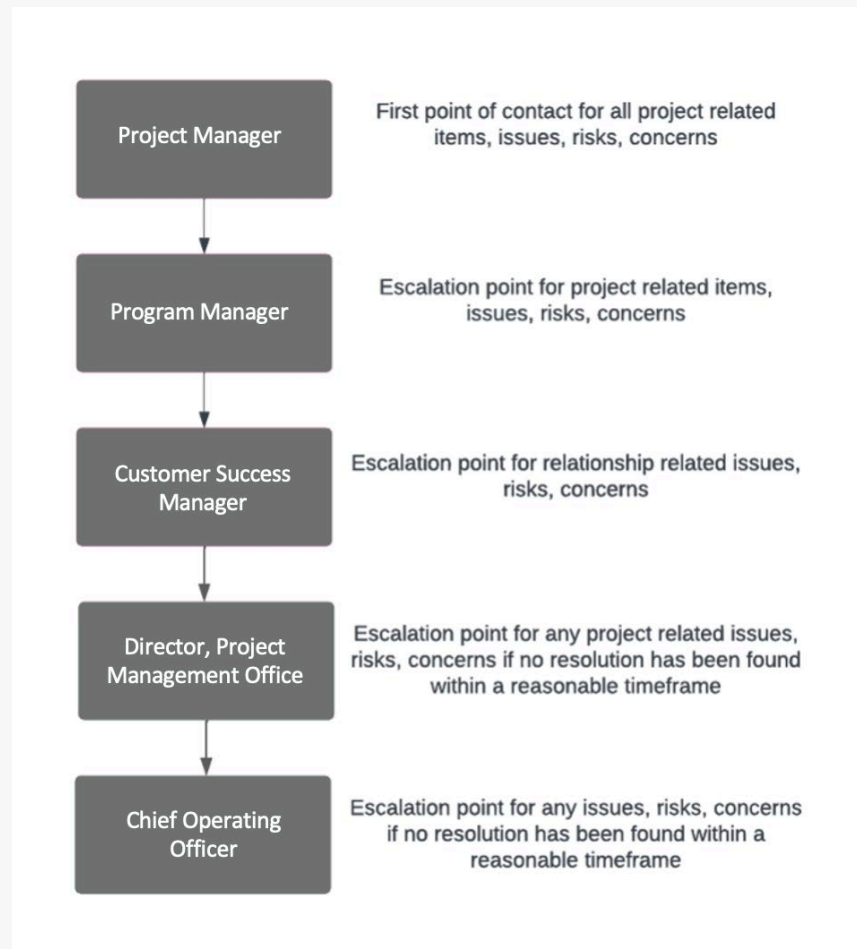|		2	UAT completion)
Testing	Agency will be required to complete User Acceptance Testing (UAT). Our iterative approach includes multiple user acceptance test cycles as the portals and modules are configured. This allows Agency to engage with the solution much earlier in the implementation process and builds a solid foundation of solution understanding. ● Agency will have access to a sandbox environment for UAT. ● Agency will be required to complete the eLearning Modules and participate in training on Agency's specific configuration with a Thentia trainer before UAT begins. Thentia will complete the following testing as part of Phase 2: ● QA testing – This test is to validate that portals and modules are working in the sandbox environment ahead of Agency UAT.	● QA testing ● Deliverable – Test Exit Report ● Deliverable – UAT Guidelines ● Deliverable – UAT Feedback Tracker	● Execute User Acceptance Testing ● Participate in daily UAT status meetings to provide progress status and feedback details to the project team ● Complete the UAT Feedback Tracker daily for review in the UAT status meetings ● Sign-off on User Acceptance Testing – this includes functionality and data upload sign-off

Training	Please see the Training section for additional details. Training happens in alignment with implementation for each portal and module as they are configured. Agency will be trained on the portal or module ahead of the associated UAT cycle. Agency will complete the eLearning training modules ahead of the instructor led training before UAT.	● eLearning module support ● Training needs analysis ● Training facilitation ● Training evaluation	● Deliverable – complete eLearning modules ● Participate in training sessions throughout the Execution phase ● Provide feedback via the training evaluation

Phase 3: Post-Delivery

Deployment Planning	Preparing to deploy to the Production environment	● Deployment Plan	● Confirm freeze dates and communicate to user base, if applicable
Data Upload – Final Data	Thentia will upload Agency final data into the production environment. Final data is the full dataset from the Agency system that will be uploaded into the production Thentia Cloud environment. This full dataset must be generated immediately prior to launch as the Agency's current system may need to be frozen for the transition to Thentia Cloud.	● Upload Agency provided final data	● Deliverable - Provide final data in the Thentia required format and template via the secure folders
Testing	Thentia will complete the following testing as part of Phase 3:	● Smoke Test ● Penny Test	● Validate Production Environment

	● Smoke test – This test occurs after Thentia loads the Agency provided final data into the production environment. The QA Team will test the functionality and ensure all is functioning properly before launch. ● Penny test – A penny test is conducted in the production environment to test the connection between Thentia Cloud and the payment processor. The transaction is submitted for a penny.		
Go Live	Configured system will be launched to production.	● Production Deployment	● Confirm Go Live completion ● Notify user base as required
Post Go Live Transition	Thentia's project team will transition Agency to Thentia Service Desk.	● Transition to Support team after launch to production	● Participate in transition meetings
Project Closure	Customer Success Manager becomes the main point of contact for Agency. Project is formally closed.	● Project closure	● Sign-off on project closure

4.4. Support and Escalations During Onboarding

The Project Manager will attend to any questions, comments, or concerns during the project. Thentia will be available to help address all issues during implementation. Escalation process during implementation:

- Escalation may be initiated by Agency or by Thentia. Three business days are required between an escalation request and a response or resolution from the next individual in the escalation pathway.

Project Manager	First point of contact for all project related items, issues, risks, concerns
Program Manager	Escalation point for project related items, issues, risks, concerns
Customer Success Manager	Escalation point for relationship related issues, risks, concerns
Director, Project Management Office	Escalation point for any project related issues, risks, concerns if no resolution has been found within a reasonable timeframe
Chief Operating Officer	Escalation point for any issues, risks, concerns if no resolution has been found within a reasonable timeframe

4.5. Exclusions

The following are _not_ included in the scope of this project:

- Updates to the Agency's public facing website or other websites not part of the Thentia Cloud product
- Ongoing training and change management after the launch of the Thentia Cloud product
- General information technology consulting services, cloud migration, analytics-as-a-service
- Adding, configuring and/or changing user permissions and access rules

- Cleaning up or correcting data, performing data mapping
- Any item not specifically listed as in-scope

4.6. Project Schedule

NOTE: The Project start date will be mutually agreed upon by both Thentia and Agency following receipt of Agency payment.

Project Phase / Deliverable	Duration (weeks)
Phase 1: Planning and Initiation	2-4
Phase 2: Execution	4-12
Phase 3: Launch and Project Closure	2-4

If there are any delays in the sign-off of the project and the project start date is delayed, the remaining delivery dates will be shifted in accordance with the delay. Changes to the duration of the project will be handled through the Change Management process.

NOTE: The above durations are estimates. The high-level project plan will be created in Phase 1 of the project and reviewed with Agency as part of the kick-off meeting. Once the Solution Package is signed off by Agency, a Detailed Project Timeline will be created and approved by Agency. The schedule will then be baselined for Phase 2 and 3 of the project.

4.7. Agency Responsibilities

The following is a list of Agency responsibilities required for this Agreement. Thentia has established the schedule and pricing for services by thoughtfully considering the items below. If an item identified below does not occur in the expected manner or within reasonable time frames, such circumstance may constitute a change that will require an adjustment to the schedule and/or price.

- Procurement of software licenses as required
- Participation of stakeholders in scheduled workshops, training sessions, etc.
- Provision of sample and final data in CSV format and adhering to the Thentia Data Mapping Template
- Execution of UAT
- Complete or accurate details provided in the workshops
- Timely sign-off on the Solution Package
- Accurate data file(s) - poor data / missing information or deviation from the Thentia Data Mapping Template may require additional time and cost to address / resolve

- Timely delivery of necessary information - Delays in responses, cancellation of scheduled meetings, User Acceptance Testing and other related feedback/information.

- Management of 3rd party stakeholders or vendors in alignment with the project plan timelines

- Responsibilities as outlined in section 4.3 above

4.8. Assumptions

- Active Agency participation for *Solution Package* and configuration workshops, as well as during portal-based training and UAT.

- Resources (noted in this section 4) will be available by both Agency and Thentia to adequately implement the product within the mutually agreed timelines.

- All test cases will be prioritized; priority levels will be mutually agreed upon in accordance with the project schedule.

- Agency will follow Thentia guidelines for documenting issues during the UAT phase of the project in order to ensure that issues are clearly documented for resolution by the Thentia team.

- Timely delivery of any dependent material from Agency in accordance with the project schedule. Any delays resulting from waiting for delivery of dependent material may impact the project timeline and require revisions to estimates.

- Thentia Cloud product functionality is available at the time configuration activities start. If there are any product features that are yet to be released that Agency is dependent upon, the schedule will be updated to reflect this product release dependency.

- Documentation will adhere to Thentia documentation templates and standards.

- Data will be provided by Agency within agreed upon timelines and will adhere to the Thentia Data Mapping Template (CSV format).

- Coding standards applied will adhere to Thentia coding standards.

5. PROJECT MANAGEMENT AND SOFTWARE DELIVERY METHODOLOGY

5.1. Communications

The following are the types of communications provided by the Thentia Project Team:

Communication	Frequency	Goal	Owner	Audience

Kick-Off Meeting	Once	Introduce the Project Manager and implementation team. Review Objectives.	Project Manager	• Project Sponsor • Project Team • Stakeholders
Status Report	Weekly	Review implementation status and discuss any potential issues or risks.	Project Manager	• Project Sponsor • Project Team • Stakeholders
Project Evaluation	Post-Go-Live	Gather feedback and discuss next steps for Customer Success check-ins.	Customer Success Manager	• Project Sponsor • Project Team • Stakeholders

5.2. Quality Assurance

Thentia adopts an iterative approach to ensure a high level of quality during the configuration, testing and final delivery of its service.

5.2.1. Testing Approach

Onboarding Configuration Team

- Configures each portal and module in accordance with the signed-off *Solution Package*
- Conducts unit and system tests
- Resolves variances, as needed

QA Team

- The QA Team will execute test scenarios using test cases, recording the results 'Pass or Fail'
- If the test fails, a 'Bug' ticket is created and assigned to the configuration team
- Re-test defects, re-assigns to the project team if not resolved
- QA continues with the testing until each test scenario has achieved a score of 'Pass'

User Acceptance Testing (UAT)

- Thentia will provide UAT guidelines to Agency to guide the test cycle
- Agency will have access to a sandbox environment to perform user acceptance testing
- Agency and Thentia project team will meet daily during UAT to review Agency progress and discuss UAT issues/findings

- Thentia will review and adjusts the configuration as needed based on the details reviewed and agreed upon in the daily UAT meeting
- Agency continues testing until all test scenarios are completed and defects have been resolved or acceptable workarounds are in place.

5.3. Data Upload

Data upload is the process of uploading the data provided by Agency in the Thentia template and format into Thentia Cloud. The process involves Agency cleaning of the data, assessing the data quality, and mapping the source to the target. Thentia will load the data into Thentia Cloud and perform verification procedures to ensure data has uploaded correctly.

Thentia will provide Thentia's Standard Data Dictionary and Data Mapping Template to Agency. Agency will complete the Data Mapping Template and send to Thentia in Thentia's standard format (CSV) for review via secure folders.

Sample data:

- is a representation of the full data set in the Agency's current system. This robust data set will enable Agency to confirm that data is being loaded properly into the Thentia Cloud system.
- Sample data is not the final data set and should not be considered the final data set, in part or in whole.
- Attachments and images are considered part of data for migration and must contain an identifier to link to the correct licensee record.
- If sample attachments and images are available, these can be included in the sample data upload into the sandbox environment.
- <u>Production attachments and images must not be uploaded to the sandbox environment due to Thentia's sensitive data protection policies.</u>

Final data

- is the full data set from the Agency system that will be uploaded into the production Thentia Cloud environment.
- This full data set must be generated immediately prior to launch as the Agency's current system may need to be frozen to for the transition to Thentia Cloud.
- Attachments and images are considered part of data for migration and must contain an identifier to link to the correct licensee record.

The following is a summary of events to ensure the quality of data:

1. Agency to map all data and fill in the Thentia Data Mapping Template and send the file to Thentia via secure folders.

2. The Thentia implementation team will load the data into Thentia Cloud and identify any data issues

3. Discuss and review any data issues found with Agency; Agency to resolve issues and provide an updated data mapping file to Thentia

4. Repeat steps one (1) through three (3) until all the data is accurate and loaded successfully

5. Agency will have access to the sandbox environment to conduct data testing as part of the UAT cycles

Agency owns the data and the accuracy of the data mapping file. No data changes will be made by Thentia. If the data quality is poor (i.e., data is missing values or information is incorrect) during the data upload, it may impact the project schedule and potentially alter or delay the launch date as well as incur additional costs for Agency.

The following table outlines the responsibilities for completing each activity.

Data Activity	Thentia Key Activities	Agency Key Activities
Cleaning and preparing source data	● Provide Thentia Standard Data Dictionary and Thentia Data Mapping Template to Agency	● Clean-up of the source data (i.e. duplicate email or home addresses)
Data Mapping	● Answer questions as required to a maximum of 20 hours	● Map all data in the Thentia Data Mapping file, adhering to the template and provide the file to Thentia in the format of Excel (CSV). ● Define business rules, if applicable
Load the Data and Validate	● Load the data into the sandbox environment ● Identify any data issues	● Clean-up the data, as required ● Review and update business rules, as required ● Resolve data issues ● Update data mapping file as required
User Acceptance Testing (UAT)		● Conduct data testing during UAT to ensure the data is as expected

		21	● Sign-off on data upload as part of UAT sign-off

5.4. Training

Just-in-time instructor led learning will take place before Agency UAT begins so information learned is applied almost immediately. Reference materials are provided to assist users as they work in the platform.

When and Where: Training typically starts five to seven (5-7) weeks before the set go live date and occurs online, both as eLearning modules and a minimum of 1 session with a trainer before Agency begins UAT in the sandbox environment, and a minimum of 1 session after go-live. Please note that in-person training will require additional fees not included in this Scope of Work.

Training sessions with trainers are between 1-1.5 hours each. If there are additional portals or modules configured (i.e. inspections, schools), Thentia will provide access to eLearning modules and will assess learning needs for the additional portals or modules for a possible trainer led session.

Schedule: A schedule will be completed once a trainer is assigned. Thentia will work with Agency to ensure all users have access to the eLearning modules and that trainer sessions are offered at a time when most users can attend. Please note trainings will also be recorded and subsequently provided to Agency.

Additional Materials: All trainer sessions are recorded and provided to Agency for continued use. Agency will also receive early and ongoing access to eLearning modules, quick-reference guides, access to how-to videos, and FAQ sheets.

Who: Thentia can deliver training to the audiences of Agency's choice.

Agenda: The agenda will be determined based on Agency needs, which can be role based (see topics below) if required

Role	Topics
All	● Overview ● Login Process ● Navigation and Common Elements
Administrator	● All topics
Accounting	● Invoicing ● Payments ● Financial Reports
Licensing	● Applications ● Renewals ● Continuing Education ● Document Requests

	● Name Change Requests
Compliance	● Online Complaints ● Case Management ● Public Notes

5.5.   Support

The Service Desk will receive and direct services requests and triage, prioritize, and escalate Agency requests for incidents and technical issues related to the use of the Software and address technical and configuration issues that may arise. If the Software does not operate in accordance with the Software Features, or has any other operational defect, limitation, failure or deficiency, Agency's sole and exclusive rights and remedies in respect of such shall be the provision of the Support Services and Thentia shall not be liable to Agency for damages of any kind or nature.

Thentia offers customer support via the Portal, Email, and phone. The Portal will be the main source of support; all items logged over phone and email will be converted to a task ticket within the Portal. The Agency will be able to track the progress and communication around task tickets via the portal.

Ticket Submission. Requests submitted to the Service Desk must be submitted only by the Agency authorized representatives as communicated to Thentia by Agency. Tickets may be submitted through the Support Portal, by email to support@Thentia.com or by phone to 1 800 961 1549. Thentia requires Agencys to file tickets via the Support Portal for requests submitted by email, as email can be marked as a phishing scam at the mailing server. Phone support is only for the rare instances where the Support Portal is down, and any requests submitted by phone will be converted to a ticket.

Submissions other than Incidents. All service requests may be submitted through the Service Desk. Service requests other than incidents, such as for training, change requests or new feature requests, shall be routed for response and fulfillment to an individual designated for such purpose, at additional cost. The incident response process and target Initial Response and Resolution Time shall not apply to such service requests, and Thentia may direct Agency to address such requests under a separate SOW if a request requires the provision of Professional Services

Portal: https://support.thentia.com

Email: support@Thentia.com*

Phone Number: 1 800 961 1549*

* Notes: Phone support is in the rare occurrence of system-down situations and will be converted to a ticket. Additionally, we require Agencys to file tickets via the portal as email can be marked as a phishing scam at the mailing server.

Standard support hours are Monday through Friday 8:00 a.m. to 8:00 p.m. EST. excluding national holidays. For calls, emails, and task tickets logged outside of support hours, Agency can expect a response the next day.

Support options within the Portal are categorized in the portal as "Bugs/Maintenance," and 'Support and Question". An overview of each is below.

- Reporting a Bug / Maintenance Support – Maintaining functionality of the current system is free of charge. This is limited to troubleshooting and service restoration only. For this, select "Report a bug or Maintenance Support" in task ticket portal.

- Questions, Training, Clarifications – For questions and clarifications select "Support and Questions." Additional support hours for questions, training, and clarifications will be offered at the rates in section 2.2.

Only the Agency's designated staff trained on Thentia software will have access to Thentia Support portal and be able to log a task ticket.

Support services cover only products purchased from Thentia Platform. Thentia Platform is not responsible in any case when service interruption results from the failure of products not delivered by Thentia Platform. This includes but is not limited to network infrastructure, interfaced legacy systems, monitors and other display devices, accessories, etc.

Support services does not provide direct support to end users.

5.5.1. Service Levels

Service Level. The target Software Availability service level for the Software production environment is 99.9% in the Measurement Period, measured by dividing the Software Availability minus Unscheduled Downtime by the Software Availability. Thentia will use commercially reasonable efforts to achieve the target Software Availability service level, however Thentia will not be liable to Agency for any failure to meet the service level and any such failure shall not be a breach of the Agreement.

Maintenance Periods. Emergency maintenance may be performed at any time, as Thentia determines is required; provided emergency maintenance is deemed Unscheduled Downtime. During any time that Thentia provides notice that Scheduled Maintenance is required and agrees at the request of Agency not to proceed, then such will be deemed a service level exception and Thentia will not be responsible for any failures that are the result.

Exceptions to Service Level Failures. Thentia will not be responsible for a failure to achieve the Software Availability service level to the extent such failure is caused by:

1. a breach of this Agreement by, or an act, error or omission of, Agency or other person that Agency is responsible for;

2. an event of Force Majeure;

3. services, systems, hardware, or software not provided by or the responsibility of Thentia or its subcontractors; or

4. actions taken by Thentia at the direction of Agency where Thentia has notified Agency that the action could result in a failure to meet the service level and Agency has nonetheless directed Thentia to proceed with the applicable action.

5.5.2. Incident Response and Resolution.

An "**incident**" means any program defect, error, bug or other failure of all or part of the Software that results in the Software not conforming to, or performing in accordance with, the Software Features, as configured under this Agreement. Agency's sole and exclusive rights and remedies in respect of any incident shall be the provision of the Support Services as set out in this Appendix and Thentia shall not be liable to Agency for damages.

Incidents will be classified according to the priority level categories and descriptions set out in the table below and Thentia will use commercially reasonable efforts to respond and resolve all incidents within the target time frames set forth below.

Response time shall be measured from the log time with the Service Desk until provision of the Initial Response by Thentia. "**Initial Response**" means Thentia's initial communication back to Agency: (a) acknowledging receipt of the incident ticket; and (b) which may include confirmation of the assigned severity level and a request for any additional information that has been identified as being required from the Agency. For greater clarity, automatically generated emails are not considered as the Initial Response.

Resolution Time will exclude any time Thentia is waiting on Agency to provide required requested information or assistance. Resolution of an incident may be achieved through the provision of a workaround. "**Resolution Time"** shall be measured from the incident log time with the Service Desk and shall conclude when the incident is resolved.

All incidents identified by Agency must be communicated by Agency to the Service Desk via the Thentia Cloud portal.

Agency Responsible. Agency will at the request of Thentia provide Thentia with all available information concerning reported incidents, including the conditions under which such incident occurred and will otherwise reasonably cooperate with Thentia at the request of Thentia in connection with Thentia's diagnosis and resolution of incidents.
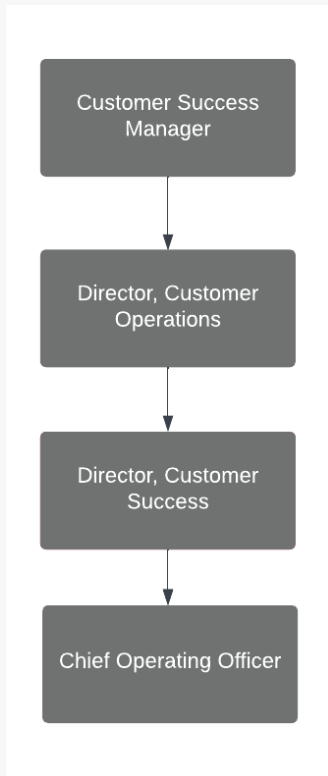
Incident Priority	Service Impact	Target Initial Response Time	Target Resolution Time

Priority	Description	Response	Resolution
Priority 1 – Critical Critical Impact / System Down	Major failure impacting the entire system or multiple modules of the system. This may include: ● Network errors ● Database errors ● Software errors	1 hour, during Support Hours	1 - 4 hours, during Support Hours
Priority 2 – High Critical system issue actively impacting many customers' ability to use the product.	Major piece of functionality of the system not working as designed (portals, workbench): ● A major functionality is broken or misbehaving. ● Applicants are unable to register. ● Active Registrants are unable to renew. ● Unable to generate invoices ● Payment processing not working. ● Cannot log in, no passwords accepted.	2 hours, during Support Hours	2 - 24 hours
Priority 3 – Medium Minor issues requesting action but not impacting the customer's ability to use the product.	The issue is impacting the Authorized Users of the product somewhat and should be fixed when possible. ● System is slow · Reporting problems ● Problems with search functionality ● Other minor bugs	1 business day	5-10 business days
Priority 4 – Low Cosmetic issues and minor bugs not impacting the customer's ability to use the product.	There is no impact to the system, however this issue should be fixed whenever possible ● Text/spelling error ● Other minor cosmetic issues ● Request for information and direction.	1 business day	5-10 business days

"Recovery Point Objective" or "RPO" means the maximum period of time in which Agency Data transactions will be lost from the Software following a disaster. RPO is 2 hours.

"Recovery Time Objective" or "RTO" means the period of time within the Software will be restored at Thentia's disaster recover site after a disaster. RTO is 2 hours.

Escalation. Agency may escalate incidents that are not responded to or resolved within the target timeframes or other service requests or any other concern as set out in this subsection as illustrated in the diagram below.

Escalation contact information will be provided to Agency. Escalation contacts are subject to change on notice to Agency.

Escalations can be completed either directly within the Service Desk or via e-mail to the designated contact. All initial problems are managed and responded to by an assigned Thentia representative.

Thentia will work diligently to resolve any outstanding requests or issues presented by Agency. If an individual is not able to resolve or does not have the authority to resolve, the issue can be escalated to the next individual in the escalation pathway. Escalation may be initiated by Agency or by Thentia.

One business day is required between an escalation request and a response or resolution from the next individual in the escalation pathway.

5.6. Change Management

During the ongoing engagement either Thentia or Agency, may request in writing additions, deletions, or modifications to the services described in this SOW (each a "Change") by submitting a written change request ("Change Request" or "CR") to the other party that describes the specific changes that are being requested and the reason for the change request. Thentia shall have no obligation to commence work in connection with any Change until the Change is agreed upon in a written "Change Request" signed by the designated Representatives from both parties, entered into in accordance with the "Change Management Process" below. Any signed Change Request will be deemed to amend the SOW to reflect the changes set out in such executed Change Request.

Thentia Representative	Agency Representative
Name: Alex Armanious Email Contact: alex@thentia.com	Name: Email Contact: {{Counterparty Signator Email Address}}

Additional Notes:

- Change Requests can include any new feature, integration, custom report, or request that is not specifically provided as a product feature or as an implementation deliverable in this SOW. Change Requests can also include schedule and budget changes.

- Change Requests and New Feature Requests require a minimum of four (4) hours of total time, to ensure several task tickets can be grouped together prior to approving a change request that is billable.

- Only authorized users can request a Change Request or Feature Request.

- The Change Management Process is designed to ensure change details are clearly understood and communicated to both the Thentia and Agency team. Additionally, the outcome of the process is to produce a course of action that both teams sign-off on.

- Thentia will use commercially reasonable efforts to minimize the additional cost and time associated with a change.

- The Agency may not unreasonably withhold its consent to a CR initiated by Thentia or withhold its consent to a Change necessitated due to a delay or failure of Agency to perform its obligations under the SOW

The Change Management Process is as follows:

1. Pre-launch, a Change Request (CR) is initiated by the Agency or Thentia. Post launch, CRs will be discussed during Quarterly Business Review ("QBR") sessions. The Customer Success Manager will document and follow up with the customer post QBR session.

2. Thentia will (a) prepare a draft CR; (b) submit the draft CR to Agency for approval. The CR provides an estimate of the time and cost associated with the CR and an analysis of the impact of the change.

3. Within three (3) consecutive business days following its receipt of the CR, the Agency will either indicate acceptance of the proposed Change by signing the CR or advise Thentia not to perform the Change. In the absence of Agency's acceptance or rejection within the specified time period, Thentia will not perform the proposed Change.

5.7. Change Request Rates

Change Requests will be documented for any scope changes. This includes enhancements to existing capabilities and requests for new capabilities, if necessary.

Please see rates and terms noted above at subsection 2.2.

5.8. Customer Success

Customer success is Thentia's top priority. Agency's Customer Success Manager will be a stakeholder in Agency implementation project to provide valuable knowledge to the implementation team around business goals that were outlined during the sales cycles. The transition from sales to implementation, and then implementation to customer support, will be assisted by the Customer Success Manager.

On at least a monthly basis, Agency will receive communications from its Customer Success Manager.

The Customer Success Manager will set up a series of recurring meetings, including Quarterly Business Reviews to review Agency's business goals for the upcoming period.

This [Agreement] is made this [X] day of [Month], ("Effective Date") between the State of Oklahoma by and through the Office of Management and Enterprise Services, [for the benefit of [agency]] ("State") and [Vendor] ("Supplier") and is a Contract Document in connection with [Solicitation No. or SW No.) ("Contract") between the State and Supplier. Unless otherwise indicated herein, capitalized terms used in this Agreement without definition shall have the respective meanings specified in the Contract. The term of the [Agreement] is [xx] from the Effective Date. ("Initial Term"). The parties may renew this [Agreement] for [xx] upon mutually written agreement.

This [Agreement] incorporates herein by reference the following attachments:

- Quote
- Transaction Agreement
- Statement of Work

The parties recognize that while the State of Oklahoma is executing this Renewal, it is doing so on behalf of the {Agency}, and payment obligations rest solely with the {Agency}; the Office of Management and Enterprise Services shall not be responsible for such.

Agency Contact for Invoices and Billing Inquiries:
{Agency Name}
ATTN: {Contact}
{Address}
{Address}

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this [Agreement] and to bind their respective party thereto.

STATE: **SUPPLIER:**

_____   _____
Authorized Signature   **Authorized Signature**

_____   _____
Printed Name   **Printed Name**

_____   _____
Title   **Title**

_____   _____
Date   **Date**

{AGENCY}

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH THENTIA USA INC.

RENEWAL AGREEMENT

(CLOUD SOFTWARE-AS-A-SERVICE -SAAS)

This renewal is effective [insert date] between Thentia USA Inc ("Thentia") and the State of Oklahoma, by and through the Office of Management and Enterprise Services for the benefit of [insert agency](the "State"), and is a Contract Document pursuant to the State of Oklahoma Statewide Contract Number 1182, including any addendums or amendments thereto (the "Statewide Contract 1182 or SW 1182") for the purpose of confirming the renewal of the Agreement dated effective [insert TA effective date here] {…} between Thentia and the State. For clarity, the "Agreement" consists of SW1182, the proposal cover page, the Transaction Agreement, the Statement of Work (as amended from year to year), and the Quote (as amended from year to year).

Renewal Term: **One (1) year, with remaining one-year options to renew for a total of five 5 years from the date of the Agreement Effective Date.**

This Renewal incorporates herein the following attachments:

1. Quote
2. Agreement
3. Statement of Work

The parties recognize that while the State of Oklahoma is executing this Renewal, it is doing so on behalf of {AGENCY}, and payment obligations rest solely with the {AGENCY}; the Office of Management and Enterprise Services shall not be responsible for such.

Agency Contact for Invoices and Billing Inquiries:

{Agency Name}
ATTN: {Contact}
{Address}
{Address}

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

STATE:

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

THENTIA USA INC.:

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

{AGENCY}

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Date

Attachment F to
STATE OF OKLAHOMA CONTRACT WITH THENTIA USA INC.
RESULTING FROM SOLICITATION NO. EV00000182

Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by **Thentia USA Inc.** or discussed by the parties.

==**REQUESTED EXCEPTIONS NOT APPEARING BELOW**==
==**HAVE BEEN DECLINED BY THE STATE**==

RFP Section	Exception
Attachment B. State of Oklahoma General Terms – **Section 1, Scope and Contract Renewal.**	Section 1.2 is hereby deleted in its entirety and replaced by the following: 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 fails to meet the requirement of Section 4.1(1) of the MSA. If there is a period of performance not covered under an agreement, Supplier and the State may rely on OAC 260:115-5-17 to address that period of performance.
Attachment B. State of Oklahoma General Terms – **Section 8, Maintenance of Insurance, Payment of Taxes, and Workers' Compensation.**	Section 8.1C is hereby deleted in its entirety.
Attachment B. State of Oklahoma General Terms – **Section 18, Termination for Cause**	Section 18.5 is hereby added as the following: Supplier may terminate any Transaction Agreement executed pursuant to this Agreement immediately upon notice if there has been failure to pay an amount payable under this Agreement when due, and such amount remains unpaid ninety (90) days after receipt of notice from Supplier that such amount has not been paid.
Attachment B. State of Oklahoma General Terms –	The following is added to Section 25: **If sent to the Supplier:**

RFP Section	Exception
Section 25, Notices	Thentia USA Inc. notices@thentia.com
Attachment D. State of Oklahoma Information Technology Terms – **Section 11, Ownership Rights**	Section 11 is hereby deleted in its entirety and replaced by the following: RESERVED.
Attachment D. State of Oklahoma Information Technology Terms – **Section 12, Intellectual Property Ownership**	Section 12 is hereby deleted in its entirety and replaced by the following: RESERVED.
Attachment D. State of Oklahoma Information Technology Terms – **Appendix 1, B.6**	Appendix 1, section B.6 shall be modified to read as the following: A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Upon request, Supplier will produce the annual audit report.

Attachment F-1 to
STATE OF OKLAHOMA CONTRACT WITH THENTIA USA INC.
RESULTING FROM SOLICITATION NO. EV00000182

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

THENTIA USA INC.

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: _____