



State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA CONTRACT WITH ATOMAI SOLUTIONS INC

This State of Oklahoma Contract ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services for the benefit of the Oklahoma Department of Transportation and AtomAI Solutions Inc ("Supplier") and is effective as of the effective date set forth on a properly issued purchase order or, if no effective date is listed, the date of last signature to this Contract ("Effective Date"). The initial term of the Contract shall be for one (1) year with nine (9) one-year options to renew.

Purpose

The State is awarding this Contract to Supplier for the provision of a consultant for the Maintenance Management System and Implementation Services project for ODOT as more particularly described in certain Contract Documents. Supplier submitted a proposal containing exceptions to the Solicitation and Supplier submitted additional terms. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

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

1. The parties agree that Supplier has not yet begun performance of work under this Contract. 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 #EV00000730, Attachment A;
 - 2.2. Maintenance Management System Requirements, Exhibit 7;
 - 2.3. Change Management System Process, Exhibit 8;
 - 2.4. State of Oklahoma General Terms, Attachment B;
 - 2.5. Agency Terms, Attachment C;
 - 2.6. Information Technology Terms, Attachment D;
 - 2.7. Response to Specifications and Requirements, Attachment E-1;
 - 2.8. AtomAI Services Terms, Attachment E-2;
 - 2.9. AtomAI Subscription Agreement, Attachment E-3;
 - 2.10. AtomAI Service Level Agreement, Attachment E-4
 - 2.11. AtomAI Privacy Policy, Attachment E-5;
 - 2.12. Pricing, Attachment E-6; and
 - 2.13. Value Add Offerings, Attachment E-7.
3. The parties additionally agree:
 - 3.2. The Contractor shall not deploy, activate, or otherwise implement any new or additional artificial intelligence (AI) features, capabilities, modules, or tools within the System without prior written review and approval from the State. The Contractor shall provide the

State with sufficient documentation describing the proposed AI functionality, including its purpose, data inputs, decision-making processes, security considerations, and potential impacts on system performance and user experience. No AI functionality may be introduced into the production environment until the State has completed its review and granted explicit written authorization.

- 3.3. The Contractor shall provide its current SOC 2 report and Disaster Recovery Plan to the State on an annual basis, and shall obtain and maintain Authority to Operate (ATO) clearance annually.
 - 3.4. Except for and information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
 - 3.5. 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.
4. Payment obligations rest solely with the Department of Transportation. Please send invoices and billing inquiries to:

Oklahoma Department of Transportation
ATTN: Maintenance Division
200 Northeast 21st Street,
Oklahoma City, Oklahoma 73105
Email: ODOT-maintenancedivinvoices@odot.ok.gov

5. Attachments referenced in this section are attached hereto and incorporated herein.
6. 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.
7. The undersigned Agency hereby attests that any required terms and conditions based on a Federal Award applicable to this Contract are included herein.

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SIGNATURES

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

STATE OF OKLAHOMA
by and through the DEPARTMENT OF
TRANSPORTATION:

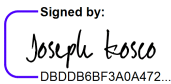
By:  DocuSigned by:
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Name: Dawn Sullivan

Title: Deputy Director

Date: 6/1/2026

ATOMAI SOLUTIONS INC:

By:  Signed by:
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Name: Joseph Kosco

Title: Chief operating officer

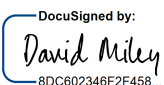
Date: 5/26/2026

By:  Signed by:
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Name: Lance Underwood

Title: Enterprise Systems Services Director

Date: 6/1/2026

By:  DocuSigned by:
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Name: David Miley

Title: Assistant General Council

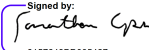
Date: 5/26/2026

By: 
F8193F2AAB20487...

Name: Tab Pierce

Title: Chief Technology Officer

Date: 6/1/2026

By: 
8157649BD005427...

Name: Jonathan Arps

Title: State Maintenance Engineer

Date: 6/1/2026

The Chief Information Officer is signing solely to approve the Contract pursuant to 62 O.S., § 34.11.1 concerning procurement of Information Technology and/or Telecommunications.

By: 
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Name: R. Dan Cronin

Title: Chief Information Officer/Chief Transformation Officer

Date: 6/2/2026

Attachment A

Solicitation No. EV00000730

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded on behalf of Department of Transportation by and through 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.

I. PURPOSE

The Office of Management and Enterprise Services (OMES), Central Purchasing Division, is seeking responses on behalf of Department of Transportation (ODOT) from potential Suppliers to provide a contract for the purchase of a consultant for their Maintenance Management System and Implementation Services project. A Contract resulting from this Solicitation may be designated for use as a Statewide Contract.¹

The Contract is awarded on behalf of Department of Transportation for hosted Maintenance Management Systems (MMS) Software along with Implementation and Integration Services.

1. Contract Term and Renewal Options:

- 1.1.** The initial Contract term, which begins on the effective date of the Contract, is one year and there are nine (9) one-year options to renew the Contract.

2. Solicitation Criterion:

- 2.1.** The Bid will be evaluated using the Lowest and Best criterion, based on the following:
 - 2.1.1.** Technical Response
 - 2.1.2.** Business References
 - 2.1.3.** Price
 - 2.1.4.** Maintenance Management System Requirements

¹ 74 O.S. 85.5(G)(3)

3. Scope and Description:

3.1. The Bid response shall demonstrate the Bidder's ability to meet or exceed the mandatory specifications and address each requirement.

3.1.1. Exhibit 1: Executive Summary and Company Information, as referenced in 7.2 of the Bidding Instructions.

3.1.2. Exhibit 2: Pricing, as referenced in 7.8 of the Bidding Instructions.

3.1.3. Exhibit 3: Business Reference Worksheet, as referenced in 7.11 of the Bidding Instructions.

3.1.4. Exhibit 4: Third Party Supplier Information, as referenced in 7.12 of the Bidding Instructions

3.1.5. Exhibit 5: Scope of Work (SOW), as referenced in 7.7 of the Bidding Instructions.

3.1.6. Exhibit 6: Offeror Technical Response Worksheet, as referenced in 7.7 of the Bidding Instructions.

3.1.7. Exhibit 7: ODOT Maintenance Management Systems Requirements, as referenced in 7.7 of the Bidding Instructions.

3.1.8. Form: Non-Collusion CP-004 Non-Collusion Certification, as referenced in 7.3 of the Bidding Instructions.

3.1.9. Form: Responding Bidder Information CP-076 as referenced in 7.3 of the Bidding Instructions.

3.2. A company must exhibit the following in order to be deemed responsive to this Notice of Need for Services:

3.2.1. A commercially available software application.

3.2.2. The proposed solution successfully implemented for two (2) state/province transportation agencies with similar size and scope. ODOT currently maintains over 12,000 centerline miles and 30,000 lane miles.

3.2.3. Provide software as a service (SaaS) pricing for ten (10) years from the start of the contract.

- 3.2.4.** The proposed solution must have a mobile component that can be used by field staff through phone, tablet, and laptop-based interfaces, at a minimum for Apple iOS, Windows, and Android platforms.
- 3.2.5.** The proposed solution must be able to support bidirectional integration with ODOT's geographic information system (GIS) data from both ODOT and external sources.
- 3.2.6.** The proposer must provide an implementation plan that includes level of effort for ODOT staff.

4. Pricing

- 4.1.** Pricing shall be proposed utilizing deliverable-based pricing with proposed milestones and associated payments. Ongoing subscription costs are provided as part of the TCO sheet for scoring.
- 4.2.** Value-added products and/or services within scope of the Acquisition may be included in the Bid.

Exhibit 07: ODOT MMS Requirements

Requirements Type	Total #	Percent of Total
Mandatory	223	90%
Important	25	10%
	248	

Total Requirements	
General Features and Functions	21
Technical Features	26
Timekeeping and Payroll	13
Maintenance: General Features	17
Maintenance: Organizing	6
Fleet	61
Sign Shop	12
Facilities	9
Planning and Budget Dev	27
Managing, Analysis & Reporting	34
Interfaces	22

Total	248
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Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes,	No
2.01	Provide the ability to associate one or more maintenance features to each inventory feature asset. For example, if the inventory feature is Asphalt Pavement, then there would be one or more associated maintenance feature, such as potholes or cracking.	X		X		
2.02	Provide the ability for assigning and displaying graphically on a map various types of documents, agreements, warranties tied to a specific point of section of roadway. This may include easements, maintenance agreements, utility crossings, product warranties.	X		X		
2.03	Provide the ability to apply subclassifications to each asset, such as Safety Critical, Non-Critical, Functional or other classification to designate the priority of each asset.	X		X		
2.04	Provide the ability for ODOT to identify high-risk areas or assets.	X		X		
2.05	Provide the ability to maintain data for the lifecycle of each asset for both current assets and historically, including installation and retirement dates, location history (if asset has been moved), and all work and costs associated with the asset.	X		X		
2.06	Provide the ability to tie work requests and work orders to specific features on the road or facilities. Ability to allow work requests or work orders to be tied to one specific asset or multiple assets.	X		X		
2.07	Provide the ability to view assets, and associated attributes and data, on a map within the application.	X		X		
2.08	Provide the ability to maintain feature inventory remotely in the field via mobile device. This includes allowing for updating of feature inventory assets and adding newly installed or located assets.	X		X		
2.09	Provide the ability for automatic scheduling of asset inspection based on age and ODOT-defined rules (e.g., a new culvert is installed and needs to be inspected 4 years after date of install).	X		X		
2.10	Provide the ability to analyze asset condition data and provide summary reports on average condition of each asset type, by user specified criteria, such as by road class, station, area, district, region, and statewide.	X		X		
2.11	Provide the ability to manage local assets on non-state routes.	X		X		
2.12	Provide the ability to automatically calculate the rate paid by activity type, hour of day, shift	X		X		
2.13	Provide the ability to send messages to one user, a group of users, and/or all users.	X		X		
2.14	Provide an intuitive and easy-to-use user experience.	X		X		

2.15	Provide user education and guidance within the application, including tooltips, pop up	X		X		
2.16	Provide the ability to lock and unlock reports based on user permissions.	X		X		
2.17	Provide the ability for the system to notify a user if they have started a work report and have	X		X		
2.18	Provide the ability to auto-lock a work report after someone clicks complete.	X		X		
2.19	Provide the ability to automatically trigger a workflow or process based on ODOT-defined	X		X		
2.2	Provide the ability to add fillable forms to a work report.	X		X		
2.21	System should default to the organizational unit of the person entering the data into the	X		X		

Total Requirements:	21
OTB:	21
Customization:	0
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	21
Non-Mandatory:	0

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes,	No
3.01	Provide the ability for entering, storing in a database, and retrieving a complete inventory of	X		X		
3.02	In addition to GPS location information, ODOT also utilizes Route and LRS Measures	X		X		
3.03	Provide a software as a service (SaaS) solution that includes standard service level	X		X		
3.04	Provide ability to work on Azure, Amazon Web Service, Google Cloud or any other ODOT	X		X		
3.05	Provide the ability to import existing ODOT data into the proposed solution for users to	X		X		
3.06	Provide the ability to host the proposed solution in a SaaS environment while connecting to	X		X		
3.07	Provide the ability for ODOT to add/modify internal and external links within the system	X		X		
3.08	Allow for single sign-on through Microsoft Windows Active Directory.		X	X		
3.09	Allow for user-level application access management associated with job responsibilities and	X		X		
3.10	Ensure SaaS solution can accommodate approximately 600 total users with the potential of	X		X		
3.11	Ensure that data integrity is enforced in the application, as well as at the database level with	X		X		
3.12	Provide the ability for authorized personnel to perform a final validation of data according to	X		X		
3.13	Allow for the creation of audit trail by logging the date, time and user ID when records are	X		X		
3.14	Provide the ability for a system administrator to lock a user or a group of users out of the	X		X		
3.15	Reasonable processing times for reports, queries, batch updates, and processes.	X		X		
3.16	All fields of the system should be searchable with a robust wild card search.	X		X		
3.17	Provide speech to text capabilities on mobile devices throughout the system.		X	X		
3.18	Ability to incorporate schema changes as they happen within ODOT's geodatabase.	X		X		
3.19	Ability to manage one-to-many relationships (e.g., multiple work orders (historical	X		X		
3.20	Ability to tie non-spatial data (e.g., work orders) to all geometry types - points, lines, and	X		X		
3.21	Ability to accommodate revised maintenance station boundaries when they are created or	X		X		
3.22	Ability to accommodate updates to assets/features when the LRS changes (Route and	X		X		
3.23	Provide mobile applications designed to be cross platform. The key operating systems	X		X		
3.24	Provide an approach to mobile deployment and application updates with minimal	X		X		
3.25	Provide the ability to enable critical functionality of the mobile application in a connected or	X		X		
3.26	Data to reside in the United States at all times.	X		X		

Total Requirements:	26
OTB:	26
Customization:	0
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	24
Non-Mandatory:	2

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes, Customization Required	No
4.01	Workday Interface a.) Capability to transfer maintenance application labor time entry information associated with Work Order to the Workday payroll system. The interface may have two components, if direct connection cannot be accomplished utilizing APIs, web services, etc.: -Validate maintenance payroll data within the maintenance environment (database process) and then populate associated tables in a staging schema in preparation for further processing into the payroll system, if applicable. -If a direct connection to the Workday payroll cannot be achieved in a secure efficient manner, a scheduled job will be utilized to pull the payroll data from the tables in the staging schema and populate the Workday payroll system; abiding by all applicable security protocols. b.) Allow users to enter an explanation for the variance when the reported work accomplishment is outside of the range specified in the performance guideline for the activity by more than a user-specifiable percent. Ability to use the employee information from Workday for processes in the MMS including, but not limited to: comparing labor needs with availability, scheduling, and costing of work orders and daily work accomplishments and create a resource record. c.) Ensure that new employees are added to the system (i.e. available to be utilized in the system) immediately. d.) Ensure that the labor rates correlate with the specific pay period on the work report; do not use average rates. e.) When information changes (labor rates, equipment rental rates, material unit costs, etc.), ability to update the resource record and archive the old information because it is connected to the previous work done using those resources. f.) Ability to receive any updated training information completed by employees according to a schedule determined by ODOT. g.) Changes made in Workday should reflect in the MMS. The MMS should keep a record of	X			X, Atom supports seamless integration with Workday through APIs, web services, or secure scheduled jobs. The system validates payroll data, ensures accurate labor rates by pay period, maintains resource histories, and synchronizes employee records, availability, training, and updates in real time. Variances can be documented and archived, with full bi-directional tracking of changes between Workday and Atom.	
4.02	Calculate and store the shop overhead rates to be applied to mechanic hourly rates	X		X		
4.03	Automatic calculation of labor hour standards based on actual historical performance of the		X	X		
4.04	Capability to report mechanic time in, at a minimum, fifteen minute intervals.	X		X		
4.05	Capability to develop PM and scheduled maintenance schedules to reduce "peaks and	X		X		
4.06	Allow for the application of Overtime and Labor Additive Factors (multiplier) based on	X		X		
4.07	Provide cross checks to ensure that employees are not over-scheduled unless overtime is	X		X		
4.08	Ability to roll up time sheet data and print out for signature.	X		X		
4.09	Support digital signatures for time sheets.	X		X		
4.10	Ability to amend time sheet data before submitting.	X		X		
4.11	Provide time charge details and vacation/leave details for employees for specific time	X		X		
4.12	System keeps a record of anytime changes are made in Workday. This record should show	X		X		
4.13	Provide reporting functionality by ALDOT's employee number as designated in Workday, for	X		X		

Total Requirements:	13
OTB:	12
Customization:	1
Requirements Not Met:	0
Percent OTB:	92%

Mandatory:	12
Non-Mandatory:	1

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes,	No
5.01	Allow for creation of automated work needs in the system. Automated work orders will be	X		X		
5.02	Allow for routine activities to begin as a work order, skipping the work request process.	X		X		
5.03	Allow for work requests to become a work orders once the station supervisor has assigned	X		X		
5.04	Upon the completion of a work order, allow for the confirmation of resources used and	X		X		
5.05	Provide the following information, at a minimum, for all work requests :	X		X		
5.06	Allow for the tracking of multiple work requests and or multiple assets and activities on a	X		X		
5.07	Provide the ability for ODOT to define which fields are required on work requests and work	X		X		
5.08	Provide the ability to copy work requests or work orders with all information pre-filled based	X		X		
5.09	Provide the following information, at a minimum, for all work orders :	X		X		
5.10	Provide the ability for work orders to show total cost of performing the work done.	X		X		
5.11	Provide the ability to create "open work orders" for multiple day projects or maintenance	X		X		
5.12	Allow for work requests to be scheduled on the calendar before they are turned into work	X		X		
5.13	Allow for work requests to created from a mobile device and include photos, mapping	X		X		
5.14	Provide the ability to geospatially track work on non-ODOT-owned NHS assets.	X		X		
5.15	Provide the ability to attach/link standard operating procedures to work orders based on	X		X		
5.16	Provide the ability to see work calendars on mobile devices.	X		X		
5.17	Provide the ability to incorporate/build a Maintenance Repair Form for specific types of work	X		X		

Total Requirements:	17
OTB:	17
Customization:	0
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	17
Non-Mandatory:	0

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes,	No
6.01	Provide the ability for ODOT to track internal resources in a format that is searchable and	X		X		
6.02	Provide the ability to schedule personnel and equipment resources for employees.	X		X		
6.03	Provide for the creation and retrieval of standard scheduling templates for each crew,	X		X		
6.04	Provide the ability for users to generate and print customized schedules for individual	X		X		
6.05	Provide a means to identify emergency work or accident-related work by work order or	X		X		
6.06	Provide the ability to generate work orders and requests using the following scenarios:	X		X		

Total Requirements:	6
OTB:	6
Customization:	0
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	6
Non-Mandatory:	0

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes,	No
7.01	Provide the ability for equipment managers to populate the following data entry fields for each newly acquired piece of equipment: a.) Detailed descriptive information, including make, model, serial number or vehicle identification number, vendor name and address, Major/Minor tag, purchase price and date, warranty information, title & registration, and other descriptive information including a link to the equipment item it is replacing, as defined by ODOT b.) Capability to apply a template to copy data fields for similar equipment types, makes, models, etc. c.) Unit to which the equipment is to be assigned. d.) Where the equipment is to be located. e.) Unique and clearly identifiable location. f.) Responsible person. g.) Email link to contact responsible person.	X		X		
7.02	Provide the ability for equipment managers to specify a "rental rate", usage units (e.g.,	X		X		
7.03	Provide the ability for equipment managers to enter a maintenance schedule for various	X		X		
7.04	Capability to maintain a parts list for each piece of equipment.	X		X		
7.05	Functionality to reconcile physical inventory with MMS records at a minimum daily basis	X		X		
7.06	Provide the ability for equipment managers to reassign equipment to a different operational	X		X		
7.07	Capability to develop and select user-defined Unit Statuses (e.g., Active, Retired, On-	X		X		
7.08	Calculate and store the total annual equipment direct operating costs for each piece of	X		X		
7.09	Capability to apply a user-defined annual inflation rate.		X	X		
7.10	Provide the ability for users to display or print the total annual equipment operating costs	X		X		
7.11	Calculate and store the total life-cycle cost of each piece of equipment, by summing the	X		X		
7.12	Provide the ability for users to display or print the total life-cycle cost for each piece of	X		X		
7.13	Calculate and store the user-defined depreciation (editable by the user) of each piece of	X		X		
7.14	Analyze historical cost data (including all cost data stored in MMS) for each piece of	X		X		
7.15	Provide the ability for users to identify and display or print pieces of equipment with costs	X		X		
7.16	Provide the ability for users to display or print historical cost data analysis results for all or a	X		X		
7.17	Calculate and store the 'charge back rate', or 'rental rate', for each piece of equipment.	X		X		
7.18	Calculate and store the 'charge back rate', or 'rental rate', for each class of equipment, by	X		X		
7.19	Provide the ability for users to report equipment usage, including hours used and miles	X		X		
7.20	Provide the ability for users to report equipment usage by selecting equipment from a drop-	X		X		
7.21	Capability to account for broken equipment meters to enable historical usage tracking to	X		X		
7.22	Capability to track hours and miles on the same piece of equipment	X		X		
7.23	Capability to have primary and secondary meters on the same piece of equipment	X		X		
7.24	Capability to account for meters that have a non-zero reading when equipment is put into	X		X		
7.25	Automated email reminders to equipment managers regarding disposition of title and	X		X		
7.26	Provide the ability for users to enter and store equipment reservation information into the		X	X		
7.27	Track the reservation information for each individual piece of equipment, and alert users if		X	X		
7.28	Display the reservation information for each piece of equipment, including the cost for use		X	X		
7.29	Display the billing information for the organizational unit that is 'renting' the equipment,		X	X		
7.30	Create invoices that display the billing information, including the equipment ID number,		X	X		
7.31	Capability for retiring a piece of equipment from the active equipment inventory, but	X		X		
7.32	Mechanism to show when and why a piece of equipment was removed from active	X		X		

7.33	Capability to capture any costs recovered from the disposal of a piece of equipment, such	X		X		
7.34	Automated emails that contain reminders of upcoming scheduled maintenance work, as	X		X		
7.35	Provide the ability for users to schedule and track preventive maintenance and repairs for	X		X		
7.36	Provide the ability for users to enter the following work order information into the MMS in a	X		X		
7.37	For an equipment repair work order, capability to show whether an applicable warranty is	X		X		
7.38	Provide the ability for users to select an open work order for a piece of equipment, report	X		X		
7.39	Provide the ability for users to create and print or email purchase orders for parts and	X		X		
7.40	Provide the ability for users to view and track status of open purchase orders for parts and	X		X		
7.41	Bar codes and bar code readers to identify equipment and parts for inventory and work	X		X		
7.42	Capability to automatically compute all costs associated with a completed work order for	X		X		
7.43	Capability to identify the organizational unit or vendor (for warranty work) that is to be billed	X		X		
7.44	Capability to store all work order information (including types of service, costs, and dates)	X		X		
7.45	Capability to view or print all completed and pending work orders for a piece of equipment	X		X		
7.46	Provide the ability for users to reconcile and track warranty work for both internal warranty	X		X		
7.47	Create warranty claim documents (in .pdf or MS Word) that display a description of the	X		X		
7.48	Create external warranty work orders that display a description of warranty work to be	X		X		
7.49	Provide the ability for users to enter 'down time' for equipment when it is not available for	X		X		
7.50	Calculate and store the total amount of 'down time' for each piece of equipment, based on	X		X		
7.51	Display the total amount of 'down time' for each piece of equipment, along with the	X		X		
7.52	Provide the ability to initiate and complete Vehicle Inspection Reports using ODOT's	X		X		
7.53	Identify the following costs for all equipment units in a standard class and provide		X	X		
7.54	Provide the ability to track work and inspections performed by contractors.	X		X		
7.55	Export warranty claim documents to an automated email that is directed to the vendor's		X	X		
7.56	Capability to add pictures (receipt or repair) using a mobile phone camera.	X		X		
7.57	Capability for a shop superintendent to have and assign permission scales, and to change	X		X		
7.58	Provide the ability to add a work order or crew number to a warehouse request so a part is	X		X		
7.59	Capability to enter an issue or repair on a single screen rather than requiring a user to	X		X		
7.60	Capability to generate a "vehicle health report" with grades for various features and	X		X		
7.61	Provide the ability to open a "pre-work order" to begin preparations, lights, headache racks,	X		X		

Total Requirements:	61
OTB:	55
Customization:	0
Requirements Not Met:	0
Percent OTB:	90%

Mandatory:	53
Non-Mandatory:	8

No Response: 6

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes,	No
8.01	Provide the ability to locate signs on a map down to a level of the proper side of the		X	X		
8.02	Provide the ability for users to identify attributes of signs such as, but not limited to, the		X	X		
8.03	Store historical sign information and provide the ability for users to view characteristics of		X	X		
8.04	Provide the ability to create work orders, work requests, and the automation of them as		X	X		
8.05	Maintain a sign inventory and update that inventory directly when a new or replacement sign		X	X		
8.06	Allow for the attachment of an image to accompany each sign record.		X	X		
8.07	Provide the ability to track materials in real time, for the purposes of:		X	X		
8.08	Sign work orders with the ability to contain:		X	X		
8.09	Processing and order fulfillment; provide the ability to:		X	X		
8.10	Order manufacturing; provide the ability to:		X	X		
8.11	Packaging; provide the ability to create packing checklist that can be checked off as orders		X	X		
8.12	Receipt/Delivery: Provide the ability to send email confirmations when signs are received.		X	X		

Total Requirements:	12
OTB:	12
Customization:	0
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	0
Non-Mandatory:	12

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes,	No
9.01	Provide the ability to manage maintenance of ODOT facilities.	X		X		
9.02	Provide capability in the system to manage facility preventative maintenance scheduling	X		X		
9.03	Provide the ability to view facilities geospatially on a map.	X		X		
9.04	Provide the ability to manage facility work orders, including capturing maintenance time	X		X		
9.05	Provide the ability to enable inspections, including monthly, quarterly, and annual	X		X		
9.06	Based on a work process triggered by inspections, provide the ability to automatically create	X		X		
9.07	Provide the capability to reference outside entity maintenance agreements for facilities that	X		X		
9.08	Provide the capability to schedule and track regular inspections, cleaning, and repair of	X		X		
9.09	Provide the ability to create work requests based on inspection results.	X		X		

Total Requirements:	9
OTB:	9
Customization:	0
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	9
Non-Mandatory:	0

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes, Customization Required	No
10.01	Provide the ability to incorporate both an initial budget as well as a three-year planning budget for longer projects.	X			X, Atom fully supports both initial and multi-year budgeting. Budgets will be tailored and configured in collaboration with ODOT to meet agency-specific requirements and support three-year planning for longer projects.	
10.02	Provide the capability for a request and tracking budget in the system.	X		X		
10.03	Ability to capture work accomplishments (quantities) as well as costs, so total in-house and	X		X		
10.04	Provide the ability for ODOT to specify a desired or targeted LOS for each maintenance	X		X		
10.05	Provide the ability to create and maintain standards, as defined by ODOT, for all activities.	X		X		
10.06	Provide the ability to allow performance guidelines by the fiscal year or time period for	X		X		
10.07	Store historical data indefinitely and perform real time calculations on that data to provide	X		X		
10.08	Provide the capability to copy current year unit cost data to the next budget year. Include	X		X		
10.09	Provide capability to determine annual work effort required to reach a desired LOS.	X		X		
10.10	Provide capability to specify a target LOS and allow system to calculate the required level	X		X		
10.11	Provide the ability to calculate an activity-based annual work plan to achieve LOS targets	X		X		
10.12	Provide the capability to calculate a summarized annual performance-based budget for	X		X		
10.13	Provide the ability for the budget requests to be generated at lower level organizational	X		X		
10.14	Provide the ability for the budget allocations to be distributed from higher to lower	X		X		
10.15	Provide for the roll-up of preferred budget scenario to the next organization level.	X		X		
10.16	Allow for routing of the preferred budget to each manager who needs to review through a	X		X		
10.17	Provide for review and approval of the proposed budget for each organizational level by	X		X		
10.18	Allow for markup capability on preferred budget for resubmission to lower level.	X		X		
10.19	Provide the ability to display and print the annual work program and budget for each	X		X		
10.20	Enable real-world "what-if" scenario creations for the following, during the budgeting	X		X		
10.21	Provide the ability to budget by using contracts as a resource in addition to in-house	X		X		
10.22	Provide the ability to calculate costs and utilization by any period of time, maintenance unit,	X		X		
10.23	Provide the ability to track reimbursement for accident/emergencies as a debit entry to the	X		X		
10.24	Capability to develop, track, and monitor budgets from planning to RFP and award.	X		X		
10.25	Capability to forecast needs and apply user-defined inflation rate to forecast required funds.	X		X		
10.26	Provide the ability to track spending throughout the fiscal year with simple visual	X		X		
10.27	Capability to automate new equipment purchase orders through the MMS.		X	X		

Total Requirements:	27
OTB:	26
Customization:	1
Requirements Not Met:	0
Percent OTB:	96%

Mandatory:	26
Non-Mandatory:	1

No Response: 0

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes, Customization Required	No
11.01	Provide the ability to supply the user with detailed information regarding the cost of the work	X		X		
11.02	Provide the ability to address work done via the following: a) repairs/maintenance of individual assets (e.g. signs) b) repairs/maintenance of classes of assets (e.g. delineators) for which less detail is needed c) services performed which do not impact the condition of physical features (e.g. snow removal, litter pickup, weed control).	X		X		
11.03	For each of the methods noted in requirement 13.02, provide the ability to translate accomplishment into a performance metric that can be used to: a) report on accountability to ODOT senior leaders, commissioners and legislators, and the public. b) enable course corrections, process improvements, or resource reallocation. c) calculate the cost to achieve a given level of service. d) provide full lifecycle cost reports on assets.	X		X	The Atom team believes this item refers to section 11.02 (rather than 13.02 as noted) and confirms that it is fully supported natively within Atom.	
11.04	Provide the ability to evaluate how work is being accomplished in the field compared to any part of the Activity Standard. This information will be used in adjusting the activity standards as necessary, at ODOT's discretion (not automatically).	X		X		
11.05	Provide the capability to use performance standards to evaluate the comparative efficiency, productivity and cost-effectiveness of various work procedures, equipment, material types and crew sizes.	X		X		
11.06	Provide the ability to track, report, and maintain a history of field inspections including semi-annual inspections. The system should also track inspection due dates, date performed and the associated condition, status and comments.	X		X		
11.07	Provide a suite of standard reports and graphs to help managers at all levels evaluate the performance of their crews. Such reports to include: -Expenditures vs. budget, including projected expenditures by year end, for the budget as a whole, and for major activities such as snow removal and hard surface maintenance -Expenditures vs. condition for various activities or activity groups -Monthly, year-to-date, and year-over-year reports for the following: expenditure reports, including labor, equipment, material, and contract usage by activity for each organizational unit; planned versus actual expenditure reports, including labor, equipment, material, and contract usage by activity for each organizational unit; expenditure summary reports by activity; planned versus actual expenditure summary reports by activity. -Snow removal cost per plow route, surface area, and lane miles -Life-cycle management, asset utilization, life-to-date, year-to-date, monthly financial reports for each cost type aggregated by fleet client and total fleet -Fuel use, repair history, parts/vehicle inventory, mechanic hours, user defined obsolescence, exception reports, parts usage reports, etc.	X		X	Atom provides a comprehensive suite of standard reports, dashboards, and graphs for managers to easily track performance. During implementation, the Atom team will tailor these out-of-the-box reports for ODOT and develop custom reports as needed to address unique reporting requirements	
11.08	Provide a capacity for customizing reports, graphs, and other analysis tools to meet local or regional needs.	X		X	See response in 11.07	

11.09	Provide ability to compare totals with Region Level FY budget requests, with the ability to verify whether the requests are in line with the totals.	X		X		
11.10	Provide the ability to view materials and equipment inventories in real time or near real time via desktop, laptop, or mobile device.	X		X		
11.11	Provide the ability to view required data whether connected or disconnected.	X		X		
11.12	Provide the capability for barcode reading from mobile devices.	X		X		
11.13	Provide the ability for users to enter an explanation for the variance when the reported work accomplishment is outside of the range specified in the performance guideline for the activity by more than a user-specifiable percent.	X		X		
11.14	Provide the ability to validate all data entered into the MMS, as appropriate. To minimize data entry errors, wherever possible, data entry fields need to have drop-down pick lists or calendars for the user to choose from pre-defined formats (e.g., mm/dd/yyyy).	X		X		
11.15	Provide application drop down pick lists, lists of values, etc., to default the data presented to the user based upon criteria associated with the user's security and data previously populated on the entry screen. For example, if an organizational unit has already been populated on the screen, then the default roadways within that organizational unit will be available for selection on a route drop down list.	X		X		
11.16	Provide capability for recording and later viewing results of condition assessment for a specific asset or maintenance feature, including: date of assessment, numerical rating, corresponding letter grade.	X		X		
11.17	Provide the ability to randomly generate predefined-length (e.g. 1/10-mile) highway sample sites based on route type, classification, organizational unit where condition assessments will be conducted. Ability for user to define confidence level and acceptable margin-of-error.	X		X		
11.18	Provide the ability to define and manage LOS scales for each asset (e.g., A-F scale where A=0-5% deficient, B=5-10% deficient, etc.)	X		X	LOS reporting will be configured to align with ODOT's specific needs and defined performance scales.	
11.19	Provide the ability to generate LOS scorecards that depict current, historical, and trend asset condition scores.	X		X		
11.20	Provide exception reports for activities that deviate from planned performance by more than	X		X		
11.21	Provide drill down dashboards that help users identify, locate, and review highway cost of	X		X		
11.22	Provide the ability to automate or streamline federal reporting, including FEMA emergency	X		X		
11.23	Capability to create ad-hoc reports.	X		X		
11.24	Capability to incorporate existing ODOT equipment management reports.	X		X		
11.25	Capability to save and share with other users ad-hoc queries and reports for later use.	X		X		
11.26	Capability to export reports to Excel, pdf, csv, xml formats.	X		X		
11.27	Enable configurable dashboards and allow the user to set up a user-specific home page.	X		X		
11.28	Capture daily work done by contractors including purchase order number, contract number,	X		X		
11.29	Pay rates need to correlate with the specific pay period in which the work is completed. Pay	X		X		
11.30	Provide the ability for users to enter an explanation for the variance when the reported work	X		X		
11.31	Provide the ability to flag work activities within a work report or an entire work report as	X		X		
11.32	Provide the ability to attach Event Codes and/or Site IDs to work for easy assignment of	X		X		

11.33	Provide the ability for users to enter an explanation for the variance when the reported work accomplishment is outside of the range specified in the performance guideline for the activity by more than a user-specifiable percent.	X		X		
11.34	Generate reports including but not limited to general fleet management such as life-cycle	X		X		

Total Requirements:	34
OTB:	34
Customization:	4
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	34
Non-Mandatory:	0

No Response: -4

Maintenance Management System Requirements

Req #	Functional Requirements	Importance		Meets Requirement?		
		Mandatory	Non-	Yes, OTB	Yes, Customization Required	No
12.01	Ability to provide near real time financial numbers and employee loaded rates through an interface with ODOT's financial system(s) is needed so supervisors can determine planned versus actual work and budget remaining to perform the work.	X		X	Atom brings extensive industry experience with system integrations for large-scale state MMS deployments. In every State DOT implementation, Atom has served as a data aggregator, ensuring seamless connectivity across systems. Integration capabilities are delivered 'out-of-the-box,' though each integration requires discovery and configuration by the AtomAI team to ensure proper functionality. The AtomAI team has reviewed all requested integrations in this RFP and confirms full support. Each integration, including all interfaces listed in this Section 12 tab, will be implemented systematically to guarantee accurate data transfer and eliminate duplicate data entry.	
12.02	Interface to the ODOT business intelligence performance management dashboard so that managers can easily access important performance measures on the same platform as other ODOT measures.	X		X		
12.03	Provide the ability to view assets to be worked on by means of a map interface, via desktop, laptop, or mobile device.	X		X		
12.04	Support interface of condition assessment data from third party handheld units or data collection systems.	X		X		
12.05	Provide a mechanism to perform validity checks of data entered at the time it is entered or when data may be imported during an interface process. When data is being entered by an application user: a.) Ability for edits, data ranges, and relationships to provide the equivalent of manually reviewing data entry and checking for errors. b.) Error messages will be informative indicating why the information is outside of the acceptable range and what corrections are to be made. c.) Ability to suggest a solution or suggest where to search for additional help on that topic. d.) The use of smart drop down lists, selections, etc. ensuring business requirements are met while eliminating data entry errors wherever and whenever possible.	X		X		
12.06	Provide the ability to map and import small or large datasets to the Maintenance database, with the system programmatically enforcing applicable business rules, validation and data integrity. This functionality would be required on a continuous basis, with the data coming from other ODOT systems (databases) and/or third party ODOT contractors.	X		X		
12.07	Capability to utilize web services or future technology. (e.g., GIS web services).	X		X		
12.08	Ability to leverage existing enterprise Oracle database and Esri GIS spatial data within the system of record and without copying the data.	X		X		
12.09	Ability to write in and out of an enterprise geodatabase.	X		X		
12.10	Provide the ability to integrate current ODOT systems for managing financial and human resources, ODOT roadway and other assets, etc.	X		X		

12.11	Integration with ODOT's Automated Vehicle Location (AVL) system (Samsara) to track vehicles and find assets, including AVL-related cost reporting.	X		X		
12.12	Integration with State surplus data source (AssetWorks) for data points such as assets sold, amounts received, and the accounts credited.	X		X		
12.13	Integration with Workday for time tracking, hourly rates, and certifications	X		X		
12.14	Esri (GIS)	X		X		
12.15	AASHTOWARE BrM (bridge management)	X		X		
12.16	Fuelmaster (fuel management) - D3 system	X		X		
12.17	MegaTrak (fuel management) - Rest of ODOT uses MegaTrak	X		X		
12.18	Bentley Projectwise (project management)	X		X		
12.19	Bentley OpenX		X	X		
12.20	COMDATA (fuel management)	X		X		
12.21	Deighton dTIMS (pavement management)	X		X		
12.22	Integration with PeopleSoft/Oracle for financial, payroll system, material/inventory data	X		X		

Total Requirements:	22
OTB:	22
Customization:	1
Requirements Not Met:	0
Percent OTB:	100%

Mandatory:	21
Non-Mandatory:	1

No Response: -1

1. Product Update Governance

Supplier shall manage all product updates, enhancements, patches, releases, configuration changes, and system modifications ("Updates") in accordance with industry-standard Change Management best practices. All Updates must follow a formal review, approval, testing, and release protocol prior to implementation in the Customer environment.

2. Change Request (CR) Process

a. Supplier shall not implement any Update that impacts functionality, data structures, integrations, security, user experience, or performance without submitting a formal Change Request ("CR") to Customer for review and approval.

b. Each CR must include:

- Description of the Update
- Business justification and expected benefits
- Technical impact analysis
- Risk assessment and mitigation steps
- Required downtime (if any)
- Rollback plan
- Implementation schedule

3. Customer Review & Approval

a. Customer shall have full authority to approve, reject, or request modification of any proposed Update.

b. Supplier shall not proceed with implementation until Customer provides written approval.

c. Emergency changes must follow the same approval process, except Supplier may request expedited review if the change is necessary to restore critical system functionality or address immediate security risk.

4. Testing Requirements

a. Supplier shall conduct comprehensive QA testing prior to requesting Customer approval.

b. User Acceptance Testing (UAT) must be supported by Supplier and completed by Customer for all Updates with functional impact.

c. Updates may not be deployed into production until UAT completion and Customer sign-off.

5. Communication & Scheduling

a. Supplier shall provide at least **10 business days' advance notice** for scheduled Updates, unless otherwise approved in writing by Customer.

- b. All updates must be scheduled to minimize system disruption and may not occur during Customer blackout periods, unless approved.
- c. Supplier must maintain a release calendar to be shared with Customer's project and operational teams.

6. Documentation Requirements

Supplier shall provide complete documentation for each Update, including:

- Release notes
- Updated technical diagrams
- Updated security documentation
- Revised user guides or training materials
- Configuration or setting changes

7. Prohibited Actions Without Approval

Supplier shall not, under any circumstance:

- Deploy unapproved Updates
- Modify system configurations or integrations without CR approval
- Introduce new third-party components or services
- Enable or disable features that impact operations, reporting, security, or data

8. Rollback & Remediation Requirements

If an Update causes system instability, degraded performance, data issues, or adverse operational impacts:

- a. Supplier shall immediately execute the approved rollback plan.
- b. Supplier shall provide root cause analysis (RCA) within five (5) business days.
- c. Supplier shall correct the issue at no additional cost to Customer.

9. Audit & Compliance

Customer reserves the right to audit Supplier's Change Management processes, logs, testing records, and release documentation at any time to verify compliance with this Agreement.

10. Non-Compliance

Failure to adhere to these Change Management requirements constitutes a material breach of this Agreement, subject to remedies available under Oklahoma law and Customer policy.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract document in connection with the Contract awarded by the State of Oklahoma by and through the Office of Management and Enterprise Services.

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 Amendment. 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 at least thirty (30) days 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 Amendment;

B. terms contained in this Contract document

C. any Contract-specific State terms including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. any applicable Solicitation;

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 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 Amendment.

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 Amendment. 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.
- 3.3** Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.
- 3.4** Unless mutually agreed to in writing by the State of Oklahoma by and through the Office of Management and Enterprise Services, 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.
- 3.5** 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.

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 Amendment means a mutually executed, written modification to a Contract document.

4.3 Bid means an offer a Bidder submits in response to the Solicitation.

4.4 Bidder means an individual or business entity that submits a Bid in response to the Solicitation.

4.5 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.

4.6 Customer means the governmental entity receiving goods or services contemplated by the Contract.

4.7 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.

4.8 Destination means delivered to the receiving dock or other point specified in the applicable Contract document.

4.9 Governmental Entity means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claim Act including any associated institution, instrumentality, board, commission, committee, department, or other entity designated to act on behalf of the state.

4.10 Indemnified Parties means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees, and designees thereof.

4.11 Inspection means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.12 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.

4.13 OAC means the Oklahoma Administrative Code.

4.14 OMES means the Office of Management and Enterprise Services.

4.15 Solicitation means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 Work Product means any and all deliverables produced by Supplier under a statement of work or similar Contract document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses,

inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O. S. § 85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on-board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier

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

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

Pursuant to OAC 260:115-9-1, 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.

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 notice of cancellation and includes 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 2,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$2,000,000 combined single limit each accident;
- D.** If the Supplier will access, process, or store state data, then 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 a limit of not less than \$5,000,000 per occurrence; and
- E.** 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 Supplier's employees, agents and subcontractors of whatever kind, in connection with its performance under 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, Supplier's 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 Supplier's 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 2 C.F.R. part 376 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, and Americans with Disabilities Act of 1990;
- 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 e-verify.gov.

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 e-verify.gov. 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. Audit rights may be exercised at any time as permitted by applicable law, and when an audit is initiated by the State Agency (and not by the Oklahoma State Auditor & Inspector, State Purchasing Director, or a federal auditing authority), the State will provide Supplier reasonable prior written notice when practicable. Each Party shall bear its own costs associated with any audit.

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, specifically in conformity with conforms with SOC2 Type 2 standards, 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 reasonably 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's 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 Contract.

11.8 Except for information deemed confidential by the State pursuant to applicable law, rule, regulation, or policy, the parties agree Contract terms and information are not

confidential and are disclosable without further approval of or notice to the Supplier.

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 13.1 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 service.

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 State Shall Not Indemnify

The State of Oklahoma cannot lawfully agree to indemnify a private contractor. The credit of the State shall not be given, pledged, or loaned to any individual, company, corporation, or association, municipality, or political subdivision of the State pursuant to Oklahoma Constitution article 10, Section 15, OAC 260:115-7-32(k)(3)(A) and Attorney General Opinion 2012-18.

16.2 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 or death 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 Supplier's obligations under the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to gross negligence or material 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.

16.3 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of or by third parties filed against Indemnified 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.

16.4 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. 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.

16.5 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.

16.6 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, no Party hereunder shall be liable to any other Party 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 Contract or 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 The State may terminate the Contract if the scope includes PR Vendor services and the Supplier, or Supplier's employee, violate the lobbying clause. PR Vendor services is defined to include a contract for public relations (PR), marketing or communication services. The State may immediately terminate the Contract with no more than 10-days notice under this section.

18.4 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.

18.5 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 260:115-9-1 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 or any payment obligations to Supplier under the Contract.

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 a 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 Except for Customer's payment obligations, 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 (unless hosted or provided by third parties outside of Supplier's control) 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., Second Floor Oklahoma City, OK 73105

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

OMES Central Purchasing, Attn: Deputy General Counsel, 2401 N. Lincoln Blvd.,
Second Floor Oklahoma City, OK 73105

If Sent to Supplier

Chief Operating Officer

AtomAI Solutions Inc.

4595 Leir Dr.

La Canada CA 91011

With a copy (which shall not constitute notice) to: legal@atom-ai.com

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. § 85.7(F), 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. The State expressly declines any terms that minimize its rights under Oklahoma law, including but not limited to, Statutes of Limitations.

26.2 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.

26.3 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.

26.4 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.

26.5 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. 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) pricing 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.

26.6 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.

26.7 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.

26.8 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.

26.9 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.

26.10 Section Headings

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

26.11 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.

26.12 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.

26.13 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.

26.14 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.

26.15 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 - AGENCY TERMS

SOLICITATION NO. EV00000730

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

In addition to other terms contained in applicable Contract Document(s), Supplier and State agree to the following Agency Terms:

A. Definitions

- 1) **Contract** shall be defined as specified below in Section B of this Attachment.
- 2) **ODOT** means Oklahoma Department of Transportation.
- 3) **OMES/CP** means the Office of Management and Enterprise Services, Central Purchasing.

B. Contract Details

1) Contract Type

- a) Pricing shall be proposed utilizing deliverable-based pricing with proposed milestones and associated payments.
- b) Bidders guarantee unit prices to be correct.

2) Contract Defined

- a) This solicitation (Attachment A, Exhibits 1, 2, and 3), together with the Supplier’s response, State of Oklahoma General Terms (Attachment B), Agency Terms (Attachment C), State of Oklahoma Information Technology (IT) Terms (Attachment D), BAA (Exhibit 4), written questions and clarifications, amendments or revisions signed by both parties and presented to OMES/CP and the purchase, and any Addendum to the contract constitute the entire and final agreement between ODOT and the Supplier relating to the rights granted and the obligations assumed by the parties and is the Contract, after OMES/CP awards the Contract to the successful Supplier(s). Any Addendum to the contract or revisions signed by both parties and presented to OMES/CP shall take precedence over other contract documents.
- b) Any prior agreements, promises, negotiations, or representations, either oral or written, relating to the subject matter of this solicitation and the Supplier’s response thereto, not expressly set forth, are of no force or effect.

c. Acceptance of Offer

1) The submission of a solicitation shall constitute a binding offer to perform those services described

2) within the RFP.

3) By submitting a solicitation response, the Supplier(s) agrees that it waives its rights to claims for damages against the Oklahoma Department of Transportation(ODOT) because of any

misunderstanding or misrepresentation of the specifications in the RFP or because of any misinformation or lack of information in the RFP.

4) The Supplier(s) must affirm their understanding of all contractual provisions and agree to those provisions for the duration of the contract.

CI. Ownership of Data

1) Although ODOT is subject to the Oklahoma Open Records Act, 51 O.S. (2011) § 24A.1, ODOT maintains documents and information that are considered confidential by law, 74 O.S. (2011) §§ 1322 and 3113.1. In connection with this Contract, the Supplier will have access to information that is considered confidential.

2) The Supplier warrants and represents that such confidential information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by the Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assignees, subcontractors, independent contractors, successors, or any other persons or entities without ODOT's express written permission. The Supplier shall instruct its agents, representatives, subcontractors and/or independent contractors that they shall not use or disclose such confidential information to any other person or entity without the express written permission of ODOT, except as absolutely necessary for Supplier to render services under this Contract or as required by law. The Supplier warrants and represents that it has a tested and proven system in effect to protect all confidential information as defined herein.

3) The Supplier agrees that ODOT possesses exclusive property rights to the records and data designated herein as confidential information on behalf of ODOT members. ODOT "Confidential Information" includes the records and resulting data generated from the confidential information of all ODOT members, retirees, and beneficiaries in any plan administered by ODOT and all other related information that is subject to protection from disclosure pursuant to Oklahoma or federal law.

4) The Supplier shall immediately report to ODOT any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure, or other dissemination of any confidential information of which it or its 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 ODOT 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 ODOT in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with ODOT in connection with any litigation and investigation deemed necessary by ODOT to protect any confidential information and shall bear all costs associated with the investigation, response and recovery in connection with any breach of confidential information 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. The 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 confidential information. Supplier's aggregate liability for any and all damages associated with breach response (including, but not limited to, credit monitoring, call center, and notification costs) shall be capped at three million dollars (\$3,000,000).

5) The Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure, or other dissemination of any confidential information to others may cause immediate and irreparable harm to ODOT and/or HealthChoice members and may violate state or federal laws and regulations. If the Supplier or its affiliates, 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, ODOT will immediately be entitled to injunctive relief and/or any other rights or remedies available to ODOT under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

6) During the term of this Contract, the Supplier agrees that ODOT is granted access to all ODOT Confidential Information in the possession of the Supplier and upon ODOT request, the Supplier shall deliver to ODOT a copy of any specified ODOT confidential information and data that the Supplier prepared, developed and/or stored by the Supplier as part of this contract.

7) Prior to the expiration, or upon the earlier termination of this Contract, the Supplier shall provide ODOT all confidential information and data as defined herein within the

Supplier's possession in the form of hard copy and/or electronic storage media. This paragraph does not apply to the Supplier's proprietary formats or systems that contain confidential information. or proprietary documents pertaining to the operation of the Supplier's business. The Supplier may retain copies of those records or documents that it considers necessary for proof of performance.

8) This entire Section shall survive any termination, renewal, extension, or amendment of this Contract.

D. Contract Obligations and Enforcement

The Supplier understands that by bidding on the RFP, it assumes a legal obligation to perform in good faith according to the terms specified in this RFP during the entire contract period. Suppliers who fail to perform are hereby notified that ODOT reserves the right to undertake all measures, including legal proceedings, to protect the interests of the parties to and the beneficiaries under this agreement.

E. ODOT Designation of Personnel

ODOT may designate ODOT personnel to administer any of the terms or conditions of this contract and any and all duties or acts required of ODOT.

F. Assignments

This contract shall not be assigned in whole or in part without prior written approval by OMES/CP and ODOT.

G. Notice for Changes that Impact Shared Business Processes

The Supplier must verify and commit that during the length of the contract, it shall provide no less than thirty (30) day notice to ODOT prior to performing changes, fixes, modifications, and enhancements that may impact the exchange of eligibility or any other shared business processes. The Supplier must also include a test plan and provide resources to ODOT to verify changes are valid and will not disrupt business processes. Changes will not be implemented until both parties mutually agree the changes are ready to be put into production.

H. Conflict

Supplier shall maintain an ongoing obligation to disclose any apparent or potential conflict of interest with any state employee and shall not cause a state employee to violate 74 O.S.

§85.3. The Supplier shall not engage in conduct that violates or induces others to violate provisions of any state or federal law regarding the conduct of public employees. See: The Anti- Kickback Act of 1974 at 74 O. S. §3401 et seq. and the Conflict-of-Interest provision in the Oklahoma Central Purchasing Act at 74 O. S. §85.3.

I. Lawsuits and Litigation

- 1) Supplier maintains an ongoing obligation to disclose, unless prohibited by securities laws, any prior lawsuits and litigation, violations of administrative rules and hearings, or any lawsuits and litigation threatened or impending, involving itself and the State of Oklahoma or any political subdivisions, and/or any state officer and/or any state employee acting in the capacity of a state employee. Bidder must disclose any settlements, compromises or Judgments of Record resulting from the foregoing described litigation or administrative proceedings for the past five (5) years or affirm there are none. If Bidder determines the aforementioned information to be confidential, it shall provide a statement of that fact.
- 2) Supplier maintains an ongoing obligation to list and disclose contract cancellations or negligent causes of action that arose from work performed that is the same or similar to work identified in the Specifications in this solicitation that was initiated by persons or entities other than Bidder and resulted in a settlement with or judgment against the Bidder in any jurisdiction in the United States in an amount of One Hundred Thousand Dollars (\$100,000) or more within the previous five (5) years, or affirm there are none.
- 3) Supplier maintains an ongoing obligation to disclose if it has any past or pending investigation, legal actions, administrative actions, or matter subject to arbitration brought involving the Bidder's (and Bidder's parent firm if applicable), including any key management or executive staff, over the past three years on matters relating to payments from governmental entities, both federal and state, for healthcare and/or prescription drug services. The disclosure should include an explanation as well as the current status and or disposition.

J. Fraud, Waste & Abuse Compliance Program

The Supplier acknowledges ODOT's Fraud, Waste & Abuse Compliance Program. The compliance program can be viewed at (Go to About ODOT, click on Fraud, Waste and Abuse, then Compliance Plan.). The Supplier must include in its Fraud, Waste & Abuse training efforts at least one hour annually of training for applicable Supplier employees.

K. Information from One Supplier Concerning Another Is Prohibited

Suppliers are advised that ODOT is not interested in, nor shall it consider, allegations of lack of qualification or of impropriety made or initiated by any Supplier concerning another Supplier at any point during the solicitation process. Inclusion of such information in the RFP response or

communication of such information to any state officials, state staff or its Suppliers after RFP submission may be grounds for disqualification. This clause in no way limits the right to file a protest or appeal under the laws or rules governing the State of Oklahoma.

L. Cancellation of Procurement

ODOT reserves the right to cancel this procurement activity at any time and for any reason as determined to be in the best interest of the State.

M. Revisions to the RFP

ODOT may at any time hereafter modify this RFP for purposes of enumerating, defining, and clarifying services, duties and functions, but not to add new services, duties or functions.

N. Authorized Users

During the term of this contract, any State Entity, or Affiliate, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for a State Entity or Affiliate actions and the privies of contract exist solely between the Supplier and the State Entity or Affiliate.

O. Invoicing

Vendor invoices should be submitted electronically to: ODOT-maintenancedivinvoices@odot.ok.gov

P. Attestations

- 1) Vendor attests and agrees that, in accordance with 74 O.S. §582, it is not currently engaged in a boycott of goods or services from Israel.
- 2) Vendor attests and agrees that, in accordance with 74 O.S. §12005, it does not boycott energy companies and will not boycott energy companies during the term of the contract.

Q. Duplicate Billing Prohibition

Contractor shall not bill ODOT for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from ODOT or another source. Contractor may seek additional funding from another source to enhance the services for which ODOT is providing compensation.

R. Prior Unmet Contractual Obligations

Under the Contract, ODOT has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by ODOT.

s. Unallowable Costs

In the event of any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended ODOT funds on unallowable costs on this or any previous contract, Contractor shall reimburse ODOT in full for all such costs on demand. ODOT may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

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 (“The Act” or “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 Customer Data means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier. Customer Data includes both Non-Public Data and Personal Data.

1.2 Data Breach means the unauthorized access or the reasonable suspicion of unauthorized access, by an unauthorized person that results in the use, destruction, loss, alteration, disclosure, or theft of Customer Data.

1.3 Host includes the terms Hosted or Hosting and means the accessing, processing or storing of Customer Data.

1.4 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.

1.5 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.

1.6 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.

1.7 Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, loss, theft, or destruction of information or interference with the Hosted environment used to perform the services.

1.8 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. A Supplier with whom the State enters into an awarded Contract shall also be known as a Contractor.

1.9 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.

1.10 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.

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).

2.3 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

3.1 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 [Information and Communication Technology Accessibility Standards \(oklahoma.gov\)](#). 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 sole and exclusive 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/omes/divisions/information-services/about-information-services/policy-and-standards.html>

Supplier's employees and subcontractors shall adhere to the applicable State IT Standards, policies, procedures and architectures as set forth at <https://oklahoma.gov/omes/services/information-services.html> or as otherwise provided by the State.

- 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.

7 EMERGING TECHNOLOGIES

The State 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 Chief Information Officer reserves the right to extend any Contract at his or her sole option if the State Chief Information Officer determine 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 OR SUPPLIER TERMS

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement, including via a hyperlink or uniform resource locator address to a site on the internet, 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. Further, no such terms and conditions or clauses shall expand the State's or Customer's liability or reduce the rights of Customer or the State.

11 OWNERSHIP RIGHTS

Any software developed, modified, or customized by the Supplier in accordance with a mutually negotiated statement of work pursuant to this 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. The parties mutually agree the State as a licensee of the Supplier shall not make a claim of ownership to the existing Intellectual Property of Supplier. Moreover, except with regard to any deliverable based on or containing any 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 specifically identified in a signed statement of work and supporting documents with Supplier 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, non-transferable, royalty-free license to use, copy, modify, display, perform, and transmit 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 and at the State’s expense, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State when made in accordance with a mutually negotiated statement of work pursuant to this Contract. 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 TO WORK PRODUCT The

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

12.1 As to the Intellectual Property Rights to Work Product specifically funded and customized for Customer and identified in a signed Statement of Work and supporting documents between Supplier and Customer, Customer shall be the exclusive owner 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 agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is 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. Supplier retains all rights to its background Intellectual Property, including (but not limited to) pre-existing software, tools, methodologies, and enhancements not expressly developed for Customer.

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

A Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier Hosting Customer Data or providing products or services pursuant to an Acquisition, contributes to, or directly causes a Data Breach or a Security Incident. Likewise, Supplier shall be responsible for the obligations set forth in in this Contract, including those obligations related to breach reporting and associated costs when a Supplier's affiliate or subcontractor contributes to, or directly causes a Data Breach or a Security Incident.

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 ten business days' prior written notice of such change. When the change is an emergency change, Supplier shall provide forty-eight (48) 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, as calculated in the Service Level Agreement attached to this Contract, and may be used as an offset to payment due.

16 OWNERSHIP OF IT AND TELECOMMUNICATION ASSETS

Notwithstanding any other provision in the Contract and pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, all information technology and telecommunication assets and contracts on behalf of appropriated agencies of the State belong to OMES-IS. OMES-IS 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.

17 CUSTOMER DATA

17.1 The parties agree to the following provisions in connection with any Customer Data accessed, processed transmitted, 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.

17.2 Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of rights, title, and interest in 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).

17.3 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.

17.4 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.

18 DATA SECURITY

18.1 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.

18.2 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. All Personal Data and Non-Public Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in a Statement of Work and will identify specific roles and responsibilities.

18.3 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.

- 18.4** At no time shall any Customer Data or processes – that either belong to or are intended for the use of the State - be copied, disclosed, or retained by Supplier or any party related to Supplier for subsequent use in any transaction that does not include the State unless otherwise agreed to by the State.
- 18.5** 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.
- 18.6** 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.
- 18.7** 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.
- 18.8** Any remedies provided are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.
- 18.9** Supplier's aggregate liability for any and all damages associated with breach response (including, but not limited to, credit monitoring, call center, and notification costs) shall be capped at three million dollars (\$3,000,000).

19 SECURITY ASSESSMENT

- 19.1** 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.
- 19.2** 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.

20 SECURITY INCIDENT OR DATA BREACH NOTIFICATION

20.1 Supplier shall inform Customer of any Security Incident or Data Breach.

20.2 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.

20.3 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).

20.4 Supplier shall maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

20.5 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.

21 DATA BREACH NOTIFICATION AND RESPONSIBILITIES

This section only applies when a Data Breach occurs with respect to Personal Data or Non Public Data within the possession or control of Supplier.

21.1 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.

21.2 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.

21.3 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.

22 SUPPLIER REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants the following:

- 22.1** 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.
- 22.2** 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.
- 22.3** 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.
- 22.4** Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

23 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.

24 TERMINATION, EXPIRATION AND SUSPENSION OF SERVICE

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

24.2 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.

24.3 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.

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

24.5 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.

25 GENERAL INFORMATION SECURITY REQUIREMENTS

25.1 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.

25.2 Contractor or its subcontractors will notify applicable State of Oklahoma agencies when employees who have access to agency information systems are terminated.

25.3 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.

25.4 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>

26 HIPAA REQUIREMENTS

26.1 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).

26.2 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.

26.3 Business Associate Terms Definitions:

- a. 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.
- b. 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.
- c. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 C.F.R. 160.103.
- d. 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.
- e. 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.

26.4 Obligations of Business Associate: 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:

- a. 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;
- b. 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;
- c. 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;
- d. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
- e. 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);
- f. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
- g. 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;
- h. 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;
- i. 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;
- j. 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 whose 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;

- k. 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;
- l. 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;
- m. 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;
- n. 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;
- o. 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
- p. 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.

26.5 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:

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

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;

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

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

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

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. § 164.502(d) .]

26.6 Obligations of Covered Entity

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Covered Entity shall provide the minimum necessary PHI to Business Associate.

26.7 Term and Termination:

- a. 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:
 - i. retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form;
 - iii. 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;
 - iv. 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
 - v. 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.
- b. All other applicable obligations of Business Associate under this Agreement shall survive termination.
- c. 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)-(iii) & 164.314 (a)(2)(i)().C

26.8 Miscellaneous Provisions:

- a. 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.
- b. 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.

- c. 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.
- d. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
- e. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
- f. 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.
- g. 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.

27 42 C.F.R. PART 2 RELATED PROVISIONS

- 27.1 Confidentiality of Information.** 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:
- 27.2** 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;
- 27.3** 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 any kind;

- 27.4** 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;
- 27.5** 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).
- 27.6** 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.
- 27.7** 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;
- 27.8** 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;
- 27.9** 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;
- 27.10** 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.

28 DATA SECURITY

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.

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

28.2 Use of Information. 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.

28.3 Redislosure of Data. 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.

29 FEDERAL TAX INFORMATION REQUIREMENTS IRS PUBLICATION 1075

29.1 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:

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

29.3 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.

29.4 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.

29.5 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.

29.6 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.

29.7 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.

29.8 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.

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

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

29.11 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.

29.12 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.

29.13 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.

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

30 CRIMINAL/CIVIL SANCTIONS

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

31 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.

32 SSA REQUIREMENTS

32.1 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:

32.2 All work will be done under the supervision of the State of Oklahoma.

32.3 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.

32.4 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.

32.5 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.

- 32.6** 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.
- 32.7** 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.
- 32.8** 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.
- 32.9** 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.
- 32.10** 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.
- 32.11** 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.
- 32.12** 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.
- 32.13** 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.
- 32.14** 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.

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

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

33 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.

33.1 Civil Remedies

- a. 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
- b. 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
- c. the costs of the action together with reasonable attorney fees as determined by the court.
- d. 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.

33.2 Criminal Penalties

- a. 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).

b. 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).

c. 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).

34 CHILD SUPPORT FPLS REQUIREMENTS

34.1 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 USC 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.

34.2 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.

34.3 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).

35 FERPA REQUIREMENTS

35.1 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.

36 CJIS REQUIREMENTS

36.1 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).

36.2 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.

36.3 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."

36.4 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.

36.5 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.

36.6 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:

- a. the Definitions and Acronyms in §3 & Appendices “A” & “B”;
- b. the general policies in §4;
- c. the Policies in §5;
- d. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
- e. the Supplemental Guidance in Appendices “J”.

36.7 This FBI Security Policy is located and may be downloaded at:

- a. https://le.fbi.gov/file-repository/cjis_security_policy_v6-0_20241227.pdf/view
- b. 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.

37 NOTICES

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

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

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

OMES Deputy General Counsel
2401 North Lincoln Blvd.
Oklahoma City, Oklahoma 73105

Attachment E-1

Request for Proposals for Maintenance Management Systems (MMS) Software along with implementation and integration services Issued by the Oklahoma State Department of Transportation (ODOT)
Solicitation Number: EV00000730
Bidder Name: AtomAI Solutions Inc.

7.7 Section Seven: Response to Specifications and Requirements, EXHIBIT 6: OFFEROR RESPONSE WORKSHEET, TECHNICAL RESPONSE				
Offeror must provide a proposal narrative up to 25 pages responding to the questions below. On this Offeror Response Worksheet, offeror must provide a yes/no response to each item listed below. Offeror should also provide a page number / section referencing where the response appears in their proposal narrative in the "ADDITIONAL NOTES" column. This should be the only information provided in the "ADDITIONAL NOTES" column. Responses to the questions below in this Offeror Response Worksheet are mandatory and will be evaluated. Failure to respond to any question may result in your proposal being deemed nonresponsive.				
Note: Suppliers may use the same project example for multiple specifications; however, work performed should be clearly identifiable as related to that single advertising specification for projects that have multiple categories.				
This solicitation targets multiple bidders in order to meet the service requirements of the specification category expertise of the bid. Suppliers must demonstrate experience and core competencies providing services for customers that match the specification requirements of this solicitation. Overall, Suppliers must describe their specialized service and provide detailed information on their expertise and core competencies for each applicable specification category of their bid response. Please review the specification descriptions listed in Attachment A for specific information regarding the qualifications that would be needed by the Suppliers for those categories. The services listed in each specification are not exhaustive and Suppliers should bid under the specification and SOW that best represent the services being offered. Services that cannot easily be classified under other specification categories may be bid under the "Value Added" section of the solicitation.				
Proposals shall not exceed twenty-five (25) 8.5 x 11" pages using standard fonts and spacing. Items in this narrative not included in the page count includes the following: ☐ Print out of this completed Exhibit 6: Offeror Response Worksheet ☐ Resumes ☐ Service Level Agreement ☐ Schedule				
7.7.a (Attachment A)	Meets Specification:	YES	NO	ADDITIONAL NOTES (ONLY PROVIDE REFERENCE INFORMATION TO THE NARRATIVE)
1	Understanding of the project and ODOT's need. A commercially available software application.	YES		AtomAI Technical Response Narrative: 77.a.1
A	Provide an overview of your understanding of Maintenance Management Systems and associated best practices as it relates to ODOT's requirements. *** Describe why your firm is best suited for ODOT's proposed effort.	YES		AtomAI Technical Response Narrative: 77.a.1.A
B	Demonstrate experience with ODOTs or similar agencies.	YES		AtomAI Technical Response Narrative: 77.a.1.B
2	Overview of the proposed firm and team including project experience	YES		AtomAI Technical Response Narrative: 77.a.2
A	Provide a profile of the company, including years in business, office locations, number of employees, your proposed project team, and their experience.	YES		AtomAI Technical Response Narrative: 77.a.2.A
B	Identify any/all sub-contractors that may be used on this project and the expertise/capability they will provide.	YES		AtomAI Technical Response Narrative: 77.a.2.B
C	Explain if the proposer is the owner of the software being proposed or a legally authorized distributor.	YES		AtomAI Technical Response Narrative: 77.a.2.C
D	Provide an organizational chart for the proposed team.	YES		AtomAI Technical Response Narrative: 77.a.2.D
E	Provide proposed key personnel and describe their roles on this project. Align experience for each team member with their proposed role. At a minimum, this should include Project Manager, Senior Subject Matter Experts, and Training Lead.	YES		AtomAI Technical Response Narrative: 77.a.2.E
F	Provide availability for proposed key team members for the duration of the proposed schedule.	YES		AtomAI Technical Response Narrative: 77.a.2.F
G	Resumes for key team members are required and limited to two (2) pages. Resumes will not count against the page limit. Provide after 25-page narrative.	YES		See AtomAI Team Resumes Attachment
3	Implementation approach and capability	YES		AtomAI Technical Response Narrative: 77.a.3
A	Explain your project management methodology for implementation of the software.	YES		AtomAI Technical Response Narrative: 77.a.3.A
i	Your approach to solution discovery and implementation efforts	YES		AtomAI Technical Response Narrative: 77.a.3.A.i
ii	Expected ODOT staff involvement and potential level of effort	YES		AtomAI Technical Response Narrative: 77.a.3.A.ii
iii	Anticipated implementation processes	YES		AtomAI Technical Response Narrative: 77.a.3.A.iii
iv	Gantt chart style schedule. Identify the duration of each task. This can be up to full page (8.5 x 11) and documents are not counted toward the page total. Provide after 25-page narrative.	YES		AtomAI Technical Response Narrative: 77.a.3.A.iv
v	Proposed training methodology	YES		AtomAI Technical Response Narrative: 77.a.3.A.v
B	Demonstrate your project management and change management support capabilities.	YES		AtomAI Technical Response Narrative: 77.a.3.B
i	Describe your data migration process from existing business systems to the proposed software solution.	YES		AtomAI Technical Response Narrative: 77.a.3.B.i
ii	Describe your transition approach -- how will ODOT switch over to the new system?	YES		AtomAI Technical Response Narrative: 77.a.3.B.ii
iii	Enterprise technology standards	YES		AtomAI Technical Response Narrative: 77.a.3.B.iii
iv	Describe your SaaS approach.	YES		AtomAI Technical Response Narrative: 77.a.3.B.iv
v	Describe your disaster recovery plan.	YES		AtomAI Technical Response Narrative: 77.a.3.B.v
vi	Provide your standard Service Level Agreement (SLA). The SLA will not count against the page total. Provide after 25-page narrative.	YES		AtomAI Technical Response Narrative: 77.a.3.B.vi
C	Include details on your firm's quality assurance/quality control (QA/QC) processes.	YES		AtomAI Technical Response Narrative: 77.a.3.C
4	Capability of proposed solution	YES		AtomAI Technical Response Narrative: 77.a.4
A	Discuss how your proposed software can effectively meet ODOT's functional and technical requirements.	YES		AtomAI Technical Response Narrative: 77.a.4.A
i	Demonstrate that your software solution has been sufficiently developed and will meet ODOT's requirements.	YES		AtomAI Technical Response Narrative: 77.a.4.A.i
ii	Discuss which functions of the solution are currently in production versus development.	YES		AtomAI Technical Response Narrative: 77.a.4.A.ii
iii	Describe the configurability of your proposed solution.	YES		AtomAI Technical Response Narrative: 77.a.4.A.iii
iv	Provide additional details on your ability to meet what are considered "mandatory" requirements compared to "important" or "desirable" as defined in the included MMS Requirements document.	YES		AtomAI Technical Response Narrative: 77.a.4.A.iv
v	Detail your technology platform.	YES		AtomAI Technical Response Narrative: 77.a.4.A.v
vi	Describe any value-added functionality.	YES		AtomAI Technical Response Narrative: 77.a.4.A.vi
B	Describe how your proposed software will interact with ODOT key systems.	YES		AtomAI Technical Response Narrative: 77.a.4.B
i	Detail the integration processes with existing systems.	YES		AtomAI Technical Response Narrative: 77.a.4.B.i

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ii	Detail the capability to integrate and utilize data from existing systems.	YES		AtomAI Technical Response Narrative: 77.a.4.B.ii
C	Define how your project management timeline will ensure that the solution will be delivered in a timely manner.	YES		AtomAI Technical Response Narrative: 77.a.4.C
D	Describe, in detail, the querying and reporting capabilities of your proposed software solution.	YES		AtomAI Technical Response Narrative: 77.a.4.D
5	Assumptions	YES		AtomAI Technical Response Narrative: 77.a.5
A	The proposer must explicitly list all, if any, assumptions made that are believed to be necessary to respond to this proposal.	YES		AtomAI Technical Response Narrative: 77.a.5.A
7.9	Any other additional Value-Added services	YES		AtomAI Technical Response Narrative: 7.9
	What's Next on the Roadmap: Unlocking AI-Powered InsightsAtomAI is preparing to expand Atom's capabilities through advanced artificial intelligence and large language models. These enhancements will allow staff and executives to use the Ask AtomAI assistant: – Ask in Plain English – Query the system			



Exhibit 6 Section 7.7.a.1 *Understanding of the project and ODOT's need. A commercially available software application.*

7.7.a.1A — *Provide an overview of your understanding of Maintenance Management Systems and associated best practices as it relates to ODOT's requirements. Describe why your firm is best suited for ODOT's proposed effort.*

Understanding of ODOT's MMS Requirements

ODOT requires a hosted Maintenance Management System (MMS) that provides full lifecycle management of transportation assets and supports the Department's maintenance operations statewide. The MMS must address core functions such as:

- Work order administration, asset monitoring, and reporting.
- Configuring and tailoring the software to ODOT's specifications.
- Supporting user acceptance testing, pilot rollout, go-live, and post-implementation support.
- Meeting 223 mandatory requirements across categories including asset inventory, inspections, GIS integration, mobile accessibility, reporting, and interfaces. Ensuring compliance with Oklahoma IT Terms, security standards, and accessibility requirements.

Why AtomAI is Best Suited

AtomAI is uniquely positioned to fulfill ODOT's MMS objectives because:

1. Direct Alignment with ODOT's Requirements – AtomAI's solution natively supports the mandatory functions outlined in Exhibit 7, including asset lifecycle management, GIS-based mapping, automated scheduling, and mobile field data capture.
2. Configurable, No-Code Platform – ODOT staff can adapt workflows, forms, and reports directly within the system, reducing reliance on costly customizations and enabling long-term flexibility.
3. Mobile-First and Intuitive – Our platform was designed for both desktop and field users, ensuring strong adoption across ODOT's diverse workforce.
4. Secure and Compliant – AtomAI's architecture fully aligns with State of Oklahoma IT and security requirements, including encryption, RBAC, and accessibility compliance.





7.7.a.1B – Demonstrate experience with ODOTs or similar agencies.

Understanding of ODOT’s Request

ODOT requires Offerors to demonstrate prior experience implementing Maintenance Management Systems (MMS) for clients with similar size, scope, and complexity. This includes evidence of success in statewide DOT environments where MMS solutions must support thousands of users, integrate with enterprise systems, and align with strict technical and security requirements.

AtomAI’s Relevant Experience

AtomAI has successfully delivered MMS solutions for multiple state DOTs, including Utah DOT, Alabama DOT, and South Dakota DOT. These implementations demonstrate:

- Statewide Rollouts – Supporting 500-750 daily users across districts, maintenance shops, and field crews.
- System Integrations – Seamless integration with GIS (Esri), HR/payroll systems, and financial systems to support work order, payroll, and cost-tracking requirements.
- Comprehensive Asset & Work Order Management – Managing equipment, roadway assets, inspections, preventative maintenance, FEMA compliance, and condition-based planning.
- Implementation Success – Each project included configuration to agency-specific requirements, pilot testing, user acceptance, phased rollout, and post go-live support.

Why This Matters for ODOT

ODOT’s requirements – ranging from mobile inspections to automated reporting, GIS-based mapping, and secure system hosting – are directly aligned with the proven use cases AtomAI has already delivered at the DOT level. These projects demonstrate AtomAI’s ability to reduce implementation risk, drive adoption among field staff, and deliver lasting value for statewide transportation agencies.

Exhibit 6 Section 7.7.a.2 Overview of the proposed firm and team including project experience

7.7.a.2A – Provide a profile of the company, including years in business, office locations, number of employees, your proposed project team, and





their experience.

Company Background

The Atom Maintenance Management System (MMS) is the result of a collaborative effort between AtomAI Solutions Inc. (AtomAI) and Google (Alphabet Inc.) over the past 10 years. In 2014, the Atom Team began building customized software to help city, county, and state departments of transportation better manage their infrastructure such as roads, bridges, and facilities. The initial projects were wildly successful, so the parties decided to create a formal partnership to design, develop, and implement a world class MMS that would leverage a modern mobile-first, cloud-based platform to compete against underperforming legacy applications that dominated the market at that time. AtomAI brought a comprehensive bench of highly skilled designers, engineers, and developers to the partnership, while Google provided funding, best-of-breed cloud hosting environment, and unparalleled pre-release access to new cloud services that keep the product at the forefront of all technology developments.

Headquartered in Delaware, AtomAI employs 40+ professionals across the United States, with a strong concentration of engineering and implementation staff located in California. Our remote-first workforce includes software engineers, implementation specialists, GIS experts, and transportation domain professionals, enabling us to bring both technical depth and industry expertise to ODOT.

Atom software is the culmination of years of work and investment to build the best MMS available to public sector clients. The Atom Team is confident it can successfully deliver a best-of-breed MMS for ODOT. We will provide exceptional software, implementation, maintenance, technical support, user training, and resources that will help ODOT accomplish its long term objectives.

Proposed ODOT Project Team

Our proposed ODOT team combines deep MMS implementation expertise with proven transportation agency experience:

Reference Section 7.7.a.2.E or attached resumes for detailed information of key team members, experience and availability Team: **Avery McCawley – Project Manager (2+ years), Lyn Faulk – Implementation Manager (12+ years), Isaiah Salafia – Head of Project Management / Project Oversight (7+ years), Saad Mirza, PMP – Engineering Manager (11+ years), Danijel Mocic, PMP – Lead Customer Architect (7+ years), Danh Nguyen – GIS Specialist (20+ years), Richi Szabo – Senior QA Automation Engineer (8+ years)**





Together, this project team brings decades of combined experience in MMS, DOT operations, GIS, engineering, and project management. Their proven expertise ensures that ODOT's implementation will be executed successfully, with strong adoption across both office and field personnel.

7.7.a.2.B – Identify any/all sub-contractors that may be used on this project and the expertise/capability they will provide.

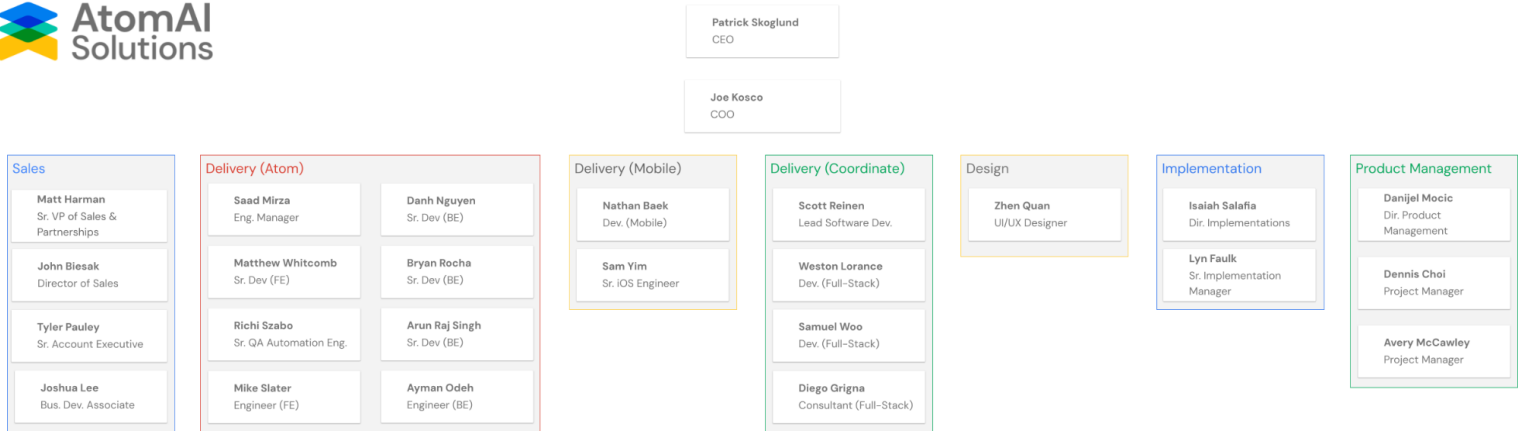
AtomAI does not intend to use subcontractors for this engagement. All software development, configuration, implementation, training, and support services for ODOT's MMS will be delivered directly by AtomAI's in-house team. This approach ensures full accountability, consistent quality, and direct access to the subject matter experts responsible for the platform's design and deployment. By leveraging our internal resources exclusively, ODOT will benefit from streamlined communication, faster decision-making, and a project team fully aligned with AtomAI's proven best practices and methodologies.

7.7.a.2.C – Explain if the proposer is the owner of the software being proposed or a legally authorized distributor.

AtomAI Solutions Inc. is the sole owner and developer of the proposed Maintenance Management System (MMS). The software was conceived, designed, and built by AtomAI, and all intellectual property rights are retained by our company. No third parties or subcontractors hold any ownership stake or rights in the MMS platform. This ensures ODOT will be working directly with the software's creator, providing a clear line of accountability, seamless support, and ongoing access to the team that continuously enhances and maintains the solution. All development resources are based in the United States.

7.7.a.2.D – Provide an organizational chart for the proposed team.





7.7.a.2.E – Provide proposed key personnel and describe their roles on this project. Align experience for each team member with their proposed role. At a minimum, this should include Project Manager, Senior Subject Matter Experts, and Training Lead.

AtomAI has assembled a highly experienced team to ensure the success of ODOT’s MMS implementation. Each key team member is aligned with responsibilities that leverage their professional background and expertise.

- Project Manager – Avery McCawley**
 Avery brings over two years of experience in software implementation and business analysis. She specializes in aligning client processes with Atom’s MMS, ensuring ODOT’s requirements are clearly translated into effective system configurations. Avery will manage day-to-day project activities, coordinate with stakeholders, and monitor progress against scope, schedule, and budget.
- Senior Implementation Manager – Lyn Faulk**
 Lyn Faulk, Senior Implementation Specialist, brings over 10 years of experience implementing enterprise asset management systems at the State DOT level. As a CSPO, she will lead discovery sessions, guide system configuration, oversee integrations and reporting, and facilitate agile practices, while also providing end-user training and documentation to ensure ODOT staff are fully prepared to adopt the AtomAI platform.
- Head of Project Management / Assistant PM – Isaiah Salafia**
 With seven years of experience managing large-scale software projects, Isaiah will provide oversight and guidance for the ODOT implementation. He will ensure





consistent application of best practices, risk management, and adherence to the project governance structure.

- **Engineering Manager – Saad Mirza, PMP**

With more than 11 years of experience in enterprise architecture, cloud platforms, and DevOps, Saad will lead technical solution design and system configuration. His focus will be ensuring scalability, security, and alignment with ODOT's IT standards.

- **Lead Customer Architect – Danijel Mocic, PMP**

Danijel has seven years of experience in product management and systems integration. He will oversee technical success, including API development, system migration, and integration with ODOT's enterprise platforms.

- **GIS Specialist – Danh Nguyen**

Danh brings 20 years of GIS and software engineering experience. He will lead the integration of ODOT's geospatial data, ensuring accurate mapping and location-based functionality within the MMS.

- **QA Automation Engineer – Richi Szabo**

Richi has more than eight years of experience in quality assurance and automation. He will lead system testing, performance validation, and defect management to ensure reliability throughout the implementation lifecycle.

- **Training Lead - Avery McCawley/Lyn Faulk**

The AtomAI team delivers a comprehensive approach to training and change management. Our training program is led by experienced project managers and implementation specialists who have been engaged from the outset of the project, ensuring consistency and continuity. For ODOT, Avery and Lyn will serve as the primary training leads, guiding end users through system adoption and supporting successful organizational change.

7.7.a.2F – Provide availability for proposed key team members for the duration of the proposed schedule.

Avery McCawley: 100%; Isaiah Salafia: 25%; Lyn Faulk: 75%; Danijel Mocic: 15%; Danh Nguyen: 20%; Saad Mirza: 25%, Richi Szabo: 25%

7.7.a.2G – See Section 7 - Attachment 1 - Project Team Resumes

Exhibit 6 Section 7.7.a.3 Implementation approach and capability

7.7.a.3A – Explain your project management methodology for implementation





of the software.

7.7.a3.Ai - Your Approach to Solution Discovery and Implementation Efforts

The Atom Team's guiding principle is to understand how users want to interact with Atom to accomplish their work, then apply that knowledge to create an intuitive user interface. Understanding ODOT's data requirements, key integrations, and desired workflows is paramount. Configuration is focused on the end-user (including field technicians, managers, and executives) and optimizing data structures to power critical workflows.

Customer buy-in at every step of project delivery is the cornerstone of the Atom Team's implementation process. Prior to any data migration, the Atom Team will prototype data layout. This means ODOT's users, groups, assets, equipment, materials, work, tasks, and schedules will be reviewed and endorsed by ODOT before a single line of code is written. ODOT will see how workflows will be executed before implementation begins. Because Atom is highly configurable, ODOT will also see how Atom can evolve to meet future workflows, use cases, and requirements not yet envisioned.

AtomAI employs a highly collaborative Agile, sprint-based delivery model to ensure steady progress and ongoing validation. Work is typically executed in two-week sprints, each with defined objectives, configuration deliverables, and testing checkpoints. User Acceptance Testing (UAT) is integrated throughout the process to validate functionality with ODOT staff before migration or deployment.

7.7.a3.Aii - Expected ODOT Staff Involvement and Potential Level of Effort

ODOT staff involvement will primarily center on providing subject matter expertise, validation, and key decision-making. The heaviest participation will be required during the initial Discovery phase, where the AtomAI team will work closely with core

superusers to understand current processes and workflows and determine how they can best be translated into Atom. AtomAI expects ODOT participation through:

- Discovery workshops and interviews with administrators, managers, and field staff to define workflows and requirements.
- Review and approval of prototypes and data layouts to validate that





Atom reflects ODOT's business processes before configuration begins.

- Sign-offs at key milestones, including requirements, workflow prototypes, configuration reviews, and testing deliverables.
- User Acceptance Testing (UAT) to confirm that the MMS meets operational needs prior to go-live.

This involvement ensures ODOT staff are directly engaged in shaping the solution, while AtomAI manages configuration, integration, migration, and training.

7.7.a.3.A.iii - Anticipated Implementation Processes

In general, the Atom Team recommends a structured, phased methodology to ensure a smooth transition and successful adoption. This includes:

Milestone 1: Project Kick-Off: Launch the project with alignment on objectives, scope, roles, responsibilities, KPIs/OKRs, and working cadence.

Deliverables: Kick-Off Deck & Notes, Team/Interview Scheduling.

Milestone 2: Project Plan: Develop a comprehensive Project Plan capturing scope, resources, schedule, communication, and change management expectations. This establishes the baseline for execution.

Deliverables: Project Charter, Project Plan, Change/Training/Comms Plans, Tracking Artifacts.

Milestone 3: UAT Access: Provision a secure UAT environment with appropriate authentication to support safe configuration, testing, and validation.

Deliverables: UAT Environment Setup, Authentication Approval, Superuser Access.

Milestone 4: User Interviews: Conduct structured interviews with key stakeholders to capture requirements across all roles and use cases; validate and summarize findings.

Deliverables: Stakeholder Plan, Requirements Draft, Interview Summary.

Milestone 5: Detailed Discovery: Deep dive into business processes, data, reporting, and integrations. Conduct gap analysis and refine requirements into actionable best practices.

Deliverables: Formalized Requirements, Gap Analysis.





Milestones 6–8: Data Setup (Inventory, Work, Team): Configure UAT environments for asset, work, and team management. Includes building data schemas, templates, hierarchies, and RBAC roles. Iterative testing ensures accuracy.

Deliverables: Data Dictionaries, Templates, RBAC Matrix, UAT Buildouts.

Milestone 9: Product Implementation: Translate data and configurations into functional end-to-end workflows, incorporating feedback and resolving gaps identified in Discovery.

Deliverables: Prototypes/Designs, Functional Workflows, Testing, Timeline Refinement.

Milestone 10: Integrations: Develop and test integrations (GIS, financial, bridge, asset systems, etc.): including interface design, ingestion, and validation.

Deliverables: Integration Diagrams, Test Scripts, UAT Testing Results, Customer Sign-Off.

Milestone 11: Analytics Setup: Configure reporting and dashboards within the Analytics Portal. Reports are iteratively refined in UAT for accuracy and usability.

Deliverables: Reports List, Analytics Cards in UAT.

Milestone 12: UAT: Conduct full end-to-end User Acceptance Testing across all roles and workflows, resolving issues prior to Go-Live.

Deliverables: Test Scripts, Issue Tracker, Customer Sign-Off.

Milestone 13: Training: Deliver tailored end-user training supported by guides, documentation, and Knowledge Center updates. Change management is emphasized for adoption.

Deliverables: Training Guide, Knowledge Center, Training Sessions.

Milestone 14: Go-Live: Push Atom into production with executive sign-off, begin live operations, and provide hypercare support during the transition.

Deliverables: Production Deployment, Customer Approval, Ongoing Support per SLA.

7.7.a3A.iv - See Section 7 - Attachment 2 - Project Schedule





7.7.a3.Av - Proposed Training Methodology

AtomAI's training methodology is designed to ensure that ODOT personnel at every level are fully prepared to use the system effectively and confidently. Training emphasizes role-based learning, hands-on interaction, and knowledge transfer to empower ODOT staff long after go-live.

- **End User Training:** Extensive training for all key user groups, including Systems Admins, Managers, and Field Technicians. This training ensures that each user understands how to complete their work within Atom and reinforces confidence in using the system daily.
- **Administrator Training:** In-depth training for ODOT administrators on configuring the system, managing users, generating reports, and maintaining workflows without reliance on AtomAI staff. This enables ODOT to continuously refine and evolve the system independently.
- **Knowledge Center:** AtomAI provides ODOT with an embedded knowledge center that includes user manuals, quick reference guides, and video tutorials available directly within the application. This ensures users always have access to support materials as they work.
- **Pilot Training Program:** AtomAI conducts pilot training with a small group of ODOT administrators and end users to validate training materials, build internal expertise, and ensure readiness prior to the full statewide rollout.
- **Go-Live and Ongoing Training:** During go-live, AtomAI provides dedicated support and additional training sessions to reinforce learning. Post go-live, ODOT will have continued access to refresher training, updated guides, and enterprise support to accommodate staff turnover and new feature adoption.

This multi-layered training methodology has proven highly effective in DOT environments, ensuring high adoption rates among both field and office staff, and enabling agencies to sustain long-term success with AtomAI.

7.7.a3.B – Demonstrate your project management and change management support capabilities.

7.7.a3.B.i - Describe your data migration process from existing business systems to the proposed software solution.

AtomAI employs a structured four-stage migration process designed to ensure





accuracy, efficiency, and continuity of operations for ODOT. The process emphasizes collaboration between AtomAI and ODOT stakeholders at each step.

- **Stage 1 | Paused Data Entry in Legacy Systems**

To avoid discrepancies, ODOT will temporarily pause new data entry in its legacy systems during migration. This ensures that the dataset provided for migration is complete and accurate. The pause period will be kept as short as possible to reduce operational disruption.

- **Stage 2 | UAT Data Migration**

AtomAI will load a comprehensive dataset – including assets, equipment, fuel, inventory, and work order records – into ODOT’s User Acceptance Testing (UAT) environment. AtomAI, the ODOT Implementation Team, and ODOT stakeholders will collaboratively validate data integrity and resolve any discrepancies prior to advancing.

- **Stage 3 | UAT to Production Transfer**

Following successful validation, AtomAI will replicate ODOT’s UAT environment into Production to create a 1:1 match. AtomAI, the ODOT Implementation Team, and ODOT stakeholders will preemptively draft, refine, and agree upon the specific requirements for this transfer to ensure alignment and efficiency.

- **Stage 4 | Go-Live**

After replication, ODOT will formally transition to production. At this point, ODOT users will begin data entry in Atom, supported by training and on-site or remote assistance.

This collaborative approach minimizes risk, provides multiple checkpoints for validation and approval, and ensures ODOT’s transition from legacy systems into AtomAI’s MMS is smooth, accurate, and fully aligned with operational needs.

7.7.a.3.B.ii – Describe your transition approach – how will ODOT switch over to the new system?

Once AtomAI and ODOT mutually agree that all Statement of Work items have been tested and accepted, AtomAI will initiate Production Go-Live. A stability period, defined in collaboration with ODOT, will ensure lifecycle support and continuity beyond standard maintenance. This environment will serve as the central production system and can be continuously updated to support ODOT’s long-term needs.

AtomAI resources will be available during and after Go-Live, including onsite





presence if required. This ensures a smooth rollout and provides immediate response to any operational needs.

Transition support is reinforced through AtomAI's Organizational Change Management Plan. AtomAI recognizes that resistance to change is natural, often tied to the loss of familiarity or concerns about disruption. To address this, AtomAI employs a "champion" approach, cultivating ODOT subject matter experts (SMEs) who serve as trusted internal champions. SMEs accelerate their own adoption, flatten learning curves for peers, and foster organizational buy-in.

This change management philosophy is formalized through the ADKAR model: Awareness, Desire, Knowledge, Ability, and Reinforcement.

By aligning technical readiness with structured change management, AtomAI ensures ODOT's transition is seamless, fully supported, and broadly adopted across its workforce.

7.7.a.3.B.iii – Enterprise Technology Standards

AtomAI's Maintenance Management System (MMS) is a cloud-native platform built on **Google Cloud Platform (GCP)**, meeting the enterprise-class standards required by State DOTs for security, reliability, and scalability.

Security and Privacy

- 256-bit AES encryption of data at rest and in transit.
- Ongoing penetration testing, and defense-in-depth security architecture.
- Role-Based Access Control (RBAC) with Active Directory, SAML, and OAuth2 integration.
- Multifactor authentication and tenant-level database isolation.
- All data remains the property of ODOT; AtomAI does not access or share data without explicit consent.

Reliability and Availability

- 99.9% uptime SLA with RTO of 24 hours and RPO of 4 hours.
- Multi-region redundancy with real-time replication across secure GCP data centers.
- Continuous monitoring via GCP Security Command Center and audit logging.





Scalability and Performance

- Kubernetes-based architecture with BigQuery analytics, supporting thousands of concurrent users.
- Horizontal scaling to handle seasonal or project-specific workload spikes.

Integration and Interoperability

- Open REST APIs (10 QPS, 100,000 requests/day, 99.9% SLA).
- Proven integrations with ESRI ArcGIS, BrM, PMS, LRS, HRMS, and FMS systems.
- Connectors for BI tools including Google Looker, Tableau, and Microsoft Power BI.

User Experience and Accessibility

- Browser-based with no plug-ins required; compatible with Chrome, Edge, Firefox, and Safari.
- Native iOS and Android mobile apps with full offline capability.
- Modern design principles for intuitive and consistent user experience across platforms.

Disaster Recovery and Data Protection

- Automated daily backups with configurable retention policies.
- Geographic redundancy across secure Google Cloud facilities.
- Encrypted recovery processes for rapid restoration with minimal risk.

By adhering to these standards, AtomAI ensures ODOT receives a secure, scalable, interoperable, and resilient solution that meets the highest expectations for enterprise technology platforms.

7.7.a.3.B.iv – *Describe your SaaS approach.*

AtomAI delivers the Atom Maintenance Management System (MMS) exclusively as a Software-as-a-Service (SaaS) solution. The platform is hosted in a secure, cloud-native environment designed to provide scalability, reliability, and enterprise-grade security.

Consistent with industry-standard SaaS deployments, AtomAI emphasizes configuration over customization to ensure ODOT benefits from continuous





product improvements, feature releases, and refinements without disruption. Updates are deployed seamlessly, with near-zero downtime, and include new functionality, bug fixes, and security patches.

Atom is a multi-tenant SaaS system that provides strong data isolation at the database level, ensuring each client environment is fully segregated from others. This design exceeds typical row-based isolation approaches, delivering a stronger guarantee of data protection and system integrity.

The Atom SaaS architecture also supports elastic scalability, allowing ODOT to expand usage across districts, maintenance shops, and field crews without performance degradation. Data is encrypted in transit and at rest, with strong authentication and role-based access controls, ensuring compliance with the State of Oklahoma's IT and security standards.

Through this SaaS delivery model, ODOT will receive a modern, continuously improving platform that minimizes IT overhead, reduces implementation risk, and ensures long-term sustainability of the MMS solution.

7.7.a3.B.v – Describe your disaster recovery plan.

AtomAI is built entirely on Google Cloud Platform (GCP), taking full advantage of Google's industry-leading security, reliability, and scalability. Our solution leverages core GCP services – including Google Compute Engine, Google Kubernetes Engine (GKE), and Google BigQuery – to deliver a high-performance, AI-ready architecture

tailored for public sector needs. This cloud-native foundation allows the AtomAI team to provision secure, fully hosted redundant environments within minutes. Agencies benefit from enterprise-grade security, elastic scalability, and seamless access to advanced analytics and AI tools – empowering teams to work more efficiently, both in the office and in the field.

Redundant systems and data sources ensure that a customer's Atom environment is always available, even in a major event such as a Google datacenter going offline. Atom leverages the built-in redundancy that Google Cloud provides to ensure data is never lost, yet that is not enough. Additionally, Atom is hosted in multiple Google data centers, widely separated by geography, to ensure stable and reliable operation should the unthinkable happen at one of Google Cloud's highly redundant and secure data centers due to a power outage, natural disaster, or some other catastrophic event.





The bottom line is that all customer data and applications will always be available – guaranteed by a rigorous service level agreement that customers’ receive as part of the service.

7.7.a.3.B.vi – See Section 7 - Attachment 3 - AtomAI Service Level Agreement

7.7.a.3.C – Include details on your firm’s quality assurance/quality control (QA/QC) processes.

High-Level QA Approach

Atom is a multi-tenant Software as a Service (SaaS), and releases are pushed often and continuously. Testing (Unit, Functional & Smoke) is a first-level priority for Atom, with no software releases making it to production without passing the three tiers of testing. In addition to this, release pipelines will be developed, so as features are completed and merged, after passing the corresponding tests, the feature makes it out to production, or Quality Assurance (QA) environments, when it is desirable to have a person in the loop on releases. This forces problems to be found earlier in the release process. By avoiding big bang releases, or releases that introduce large amounts of functionality and code changes at once, problems can be discovered earlier with a faster response. In addition, there is a forced level of automation in the process, with machines tagging and releasing chunks of software as it’s completed. In general the release pace will be assumed to be continuous, or semi-continuous with a QA human-in-the-loop for deployments.

Testing and User Acceptance

Atom is built as a microservices application using containerization and orchestration to scale seamlessly with demand. Continuous integration and delivery (CI/CD) pipelines support smooth deployments, with automated testing validating quality at every layer. Testing includes unit tests for microservices and front-end rules, integration tests across system components, functional and acceptance tests for APIs and applications, and deployment smoke tests for critical workflows.

Beyond automation, AtomAI employs test-driven development, Agile iterative testing, and exploratory approaches in collaboration with ODOT. Testing covers integration, permissions, performance, and process management, with new cases added as needs emerge. User Acceptance Testing (UAT) is structured around user stories with defined acceptance criteria, conducted in a dedicated UAT environment, and documented to ensure traceability back to ODOT requirements.





Exhibit 6 Section 7.7.a.4 *Capability of proposed solution*

7.7.a.4A – Discuss how your proposed software can effectively meet ODOT’s functional and technical requirements.

AtomAI’s Maintenance Management System (MMS) is a fully developed, production-proven solution designed to align directly with ODOT’s functional and technical requirements as defined in Exhibit 7. The system addresses all major functional areas – including general features, maintenance, fleet, sign shop, facilities, payroll, planning, reporting, and interfaces – while adhering to ODOT’s technical standards for security, accessibility, scalability, and interoperability. The following subsections (i-vi) provide specific details on how AtomAI’s platform fulfills these requirements.

7.7.a.4Ai – Demonstrate that your software solution has been sufficiently developed and will meet ODOT’s requirements.

The Atom Team has a proven track record of delivering successful statewide implementations that equip all users—field technicians, managers, contractors, and executives—with the tools and knowledge needed to drive efficiency and organizational value. Atom combines robust out-of-the-box functionality and industry-standard reporting with high configurability, allowing agencies to tailor

workflows, templates, schemas, and reports to their unique processes, terminology, and goals.

Built entirely on Google Cloud, Atom leverages enterprise-grade security, reliability, and scalability. It is a mature, production-proven MMS already aligned to ODOT’s Exhibit 7 functional areas, with capabilities in asset inventory, inspections, timekeeping and payroll, maintenance scheduling, fleet, sign shop, facilities, planning, and reporting—all of which are live and in daily use across transportation environments. During implementation, ODOT-specific workflows will be configured on top of Atom’s commercial off-the-shelf foundation in close collaboration with stakeholders, while required integrations with enterprise systems such as Esri GIS, Workday, and financial/HR platforms will be scoped, designed, and delivered to ensure seamless alignment.

Atom’s architecture is designed to serve both field and office users in tandem. The web and mobile applications share the same workflows, with the mobile app supporting Android and iOS in both online and offline modes so crews can capture





inspections and work anywhere while managers act from the desktop. For maintenance, Atom's work engine supports recurring and ad hoc work, inspection and PM scheduling, routing and assignment logic, and multi-asset work orders, enabling ODOT to organize by district, unit, facility, or crew without custom code. In fleet, vehicles, equipment, and components are tracked with downtime, warranty flags, and inspection records linked to work orders for cost and reliability analysis. This same non-spatial hierarchy also powers facilities and the sign shop, providing asset history, attributes, and work automation, while remaining connected to GIS where appropriate.

Timekeeping and payroll are natively tied to work orders, with business rules applied (e.g., overtime, shop rates) and approved time integrated directly into enterprise payroll systems. Planning and budgeting are supported by configurable dashboards that roll up labor, equipment, and materials data captured at the source, enabling accurate forecasting and tracking. For reporting and analysis, Atom provides role-based dashboards and configurable reports, giving users focused views of work, assets, and costs, with the ability to drill through to underlying records.

Technical capabilities include a robust API layer for secure integrations, Esri ArcGIS connectivity for spatially aware assets and work, high-availability cloud hosting,

modern authentication, and consistent cross-platform access. These features are already in production and align with ODOT's standards for scalability, reliability, and interoperability.

Looking ahead, Atom's roadmap includes enhancements such as AI-driven analytics, predictive maintenance modeling, and expanded public service portals. These are optional, value-added features that ODOT can adopt at its own pace, ensuring the agency receives a complete, fully functional solution from day one while maintaining a clear path to future innovation.

7.7.a4.A.ii – Discuss which functions of the solution are currently in production versus development.

Atom is a fully developed MMS with all of ODOT's Exhibit 7 functional areas already in production, including asset inventory, inspections, timekeeping and payroll, maintenance scheduling, fleet, sign shop, facilities, planning, and reporting. These core capabilities are live and in daily use across transportation environments.





ODOT-specific functionality and workflows will be configured on top of Atom's commercial off-the-shelf (COTS) software in close collaboration with ODOT stakeholders throughout the implementation project. Likewise, required interfaces with ODOT's enterprise systems – such as Esri GIS, Workday, and financial/HR platforms – will be scoped, designed, and delivered during implementation to ensure alignment with ODOT's business processes and technical standards.

Enhancements on Atom's development roadmap – such as AI-driven analytics, predictive maintenance modeling, and expanded public-facing service portals – are optional value-added features. These are not dependencies for ODOT's implementation and can be adopted as the agency chooses, ensuring ODOT receives a complete, functional solution from day one.

7.7.a.4.A.iii – Describe the configurability of your proposed solution.

A key benefit of the Atom platform lies in its asset-agnostic architecture, which – combined with built-in industry-standard best practices – enables ODOT to effectively manage the full lifecycle of diverse asset classes, including vehicles, facilities, equipment, roadway infrastructure, and digital assets.

The system accommodates all associated data, including custom fields, files, checklists, photos, sub-items, and complex parent/child relationships. Through intuitive administrative tools, ODOT staff will be able to configure asset schemas, workflows, user roles, dashboards, and reporting views directly through the administrative console – no coding required.

During implementation, AtomAI will work in unison with ODOT stakeholders to configure functionality and workflows on top of the commercial off-the-shelf (COTS) platform. This ensures that the delivered system not only meets all mandatory requirements from Exhibit 7 but also reflects ODOT's terminology, processes, and operational standards.

The result is a solution that is both production-ready and adaptable. ODOT's administrators will be empowered to evolve the system over time – adding fields, adjusting workflows, and refining reporting – without reliance on costly custom code or follow-on vendor statements of work.

7.7.a.4.A.iv – Provide additional details on your ability to meet what are considered “mandatory” requirements compared to “important” or





“desirable” as defined in the included MMS Requirements document.

Atom satisfies all of ODOT’s mandatory requirements as outlined in Exhibit 7, including asset lifecycle tracking, GIS integration, payroll and timekeeping, inspections, scheduling, fleet, sign shop, facilities, planning, reporting, and technical/security standards.

Interfaces with ODOT’s enterprise systems will be scoped and delivered in collaboration with ODOT stakeholders during implementation to ensure proper alignment and functionality.

For all non-mandatory requirements, Atom is fully capable of meeting ODOT’s expectations through its standard configurability, optional modules, and integration capabilities. Where configuration or custom development is required, Atom will work directly with ODOT to validate requirements and deliver solutions within the implementation timeline.

This approach ensures that every mandatory requirement is fully met, while non-mandatory requirements are addressed in line with ODOT’s priorities and project goals.

7.7.a4Av – Detail your technology platform.

Platform Overview

Atom is a cloud-native, commercial off-the-shelf (COTS) Software as a Service (SaaS) solution built on a modern microservices architecture. Hosted in a secure, U.S.-based Google Cloud environment, the platform consolidates data from multiple sources into a single, user-friendly system. This design ensures high availability, scalability, and security while supporting ODOT’s functional and technical requirements.

Cloud Infrastructure

Atom’s application stack is deployed across multiple Google Cloud instances and services, with auto-scaling and load balancing to maintain reliability during peak traffic. Redundant deployment across availability zones ensures stability in the event of a regional outage. Security is enforced through multiple layers, including Google Cloud IAM policies, a Virtual Private Cloud (VPC) with defined firewall rules, and Auth0-based authentication that issues encrypted security tokens for user verification.





Core Google Cloud services supporting the platform include:

- Google Kubernetes Engine – runs deployed applications and workloads.
- Cloud Run, Pub/Sub, and DNS – managing queued jobs, routing, and application resources.
- Google Cloud BigQuery – provides access to specific application data, enabling queries and stored results across multiple availability zones.
- Google Cloud Storage – securely stores user-generated files, such as documents, images, and videos.
- MongoDB Atlas – the fully managed database storing application data, secured via TLS 1.2, encrypted at rest with AES256-CBC, and hosted in a US-based region.

Application Architecture

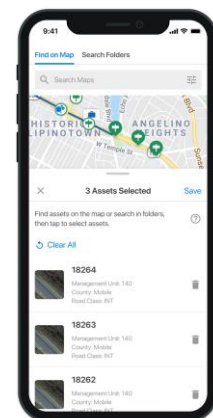
Atom’s web application is structured as modular microservices, each serving

specific functions such as asset management, work orders, inspections, payroll, and reporting. Atom applies a defense-in-depth model, with encryption in transit and at rest, RBAC, audit logging, and customizable access policies.

- Frontend: ReactJS, TypeScript, MaterialUI, and Apollo GraphQL provide a consistent, responsive user interface.
- Middleware: GraphQL and Node.js enable efficient communication between frontend and backend services.
- Backend: GoLang and Java with Spring Boot deliver scalable APIs and business logic.
- Deployment Pipeline: Github, CircleCI, Helm, Docker, and Kubernetes power a CI/CD model that enables continuous, stable releases.
- Security: All services are secured by a customizable Role-Based Access Control (RBAC) system to support agency-level needs.

Mobile Applications

Atom includes dedicated native iOS (Swift) and Android (Kotlin) applications that provide full access to Atom’s core features. The mobile apps support offline functionality: users can continue working without connectivity, with data stored locally on the device and automatically synchronized to the web backend once the connection is restored. Communication between mobile and web services occurs securely via HTTPS API calls.





Summary

This cloud-native architecture – spanning infrastructure, storage, web, and mobile applications – delivers ODOT a secure, reliable, and scalable technology platform. Interfaces with ODOT’s enterprise applications will be scoped and delivered during implementation to ensure alignment with ODOT’s technical standards.

7.7.a.4.A.vi – Describe any value-added functionality.

AI-Powered Assistance (Ask AtomAI)

Natural-language queries let users instantly retrieve insights (e.g., “*Show overdue work orders in District 5*”). Predictive analytics help forecast failures and optimize maintenance schedules.

Role-Based Portals

- Work Portal: Mobile access for crews to update work orders, inspections, and asset conditions in real time (with offline sync).
- Inventory Portal: Tracks parts and materials with automated reorder points.
- Analytics Portal: Configurable dashboards for supervisors and executives to monitor KPIs, budgets, LOS, and compliance.

DOT-Ready Templates

Pre-configured templates for federal/state reporting standards, preventive maintenance schedules, and common DOT asset classes (roads, bridges, traffic signals, ITS devices, maintenance equipment) accelerate implementation and ensure consistency with regulatory requirements.

GIS Compatibility + Google Maps Functionality

Atom provides native mapping that links assets, inspections, and work orders spatially. Crews can visualize routes, prioritize hotspots, and integrate directly with Esri GIS or Google Maps, including Street View for field-level context. This enables supervisors to validate asset conditions remotely and helps crews prepare before arriving onsite.

LOS (Level of Service) Reporting

Atom captures condition assessments and work history against performance targets, producing LOS dashboards and reports. This enables DOTs to measure asset condition, demonstrate compliance, and justify funding allocations.

Seamless Integrations





Connects with ERP, HR, and procurement systems so labor, material, and equipment costs flow directly into financial reporting.

Compliance & Audit Readiness

Built-in audit trails, inspection schedules, and compliance dashboards reduce risk and simplify reporting.

7.7.a.4.B – Describe how your proposed software will interact with ODOT key systems.

Atom is designed with a robust, secure API-driven integration framework that enables interoperability with enterprise business systems. The platform's architecture supports both real-time and batch data exchanges, ensuring the MMS functions as a fully connected component of ODOT's IT environment. Interfaces with ODOT's enterprise applications will

be scoped, designed, and delivered during implementation in collaboration with ODOT stakeholders to ensure proper alignment with business rules, data standards, and IT security requirements.

7.7.a.4.B.i – Detail the integration processes with existing systems.

Atom provides a modular integration process that begins with requirements discovery to document data sources, integration points, and workflows. Using Atom's RESTful APIs and microservices architecture, system interfaces are then designed, tested, and validated in ODOT's UAT environment before migration into production. This phased approach ensures integrations are aligned to ODOT's functional requirements and IT standards, while minimizing disruption during implementation.

7.7.a.4.B.ii – Detail the capability to integrate and utilize data from existing systems.

Atom can consume and utilize data from ODOT's existing systems, including GIS, payroll, financial, HR, and other enterprise applications as defined in Exhibit 7. Data exchange can be structured as either direct API integrations or secure batch transfers depending on ODOT's system capabilities. Once ingested, Atom's configurable data model allows information such as asset locations, labor costs, and financial codes to be seamlessly incorporated into work orders, reporting, and planning modules. This ensures ODOT can continue to leverage existing enterprise data within the MMS without redundancy or loss of integrity.





7.7.a.4.C – Define how your project management timeline will ensure that the solution will be delivered in a timely manner.

The Atom Team employs a structured, phased methodology that ensures timely delivery of the MMS while supporting active collaboration with ODOT stakeholders. The work plan is executed in bite-sized phases or two-week sprints that deliver incremental functionality and allow for adjustments as new circumstances arise. Each sprint includes defined objectives and deliverables, ensuring steady progress toward project goals.

The project timeline includes the following phases:

- Discovery & Planning – Analysis of ODOT’s current processes and requirements to establish the project plan and optimize workflows.
- Configuration & Customization – Tailoring the Atom system to ODOT’s specific workflows, data fields, and reporting needs.
- Integration & Data Migration – Secure transfer of data from existing systems into Atom and configuration of necessary interfaces.
- Testing & User Acceptance – Unit, integration, and UAT conducted with ODOT staff to validate functionality prior to rollout.
- Training & Go-Live – Comprehensive training for administrators, managers, and field personnel followed by a controlled go-live.
- Post-Go-Live Support – Thirty days of dedicated support to ensure system stability and user adoption.

This phased methodology has been successfully applied in prior DOT implementations and ensures ODOT receives a complete, functional solution delivered on schedule.

7.7.a.4.D – Describe, in detail, the querying and reporting capabilities of your proposed software solution.

Atom’s Analytics Portal is built using Google BigQuery as the backend database with Google Looker as the embedded business intelligence platform. The Atom Team can also integrate other business intelligence packages that ODOT may already use, such as Tableau and Microsoft PowerBI.

All operational data from the Work, Asset, and Team Portals is routinely updated into the BigQuery data store, enabling ODOT to build virtually any report or graph to gain critical insights into optimizing business processes and reducing costs. The Atom Team will help ODOT design and build reports during implementation and will ensure ODOT’s analysts and





experts have the knowledge and skills to create their own views as agency needs evolve.

Key benefits of Atom's business intelligence and reporting capabilities include:

- An Easy-to-Use Web Interface – Looker is designed to be intuitive and easy to use, with simple drag-and-drop objects, custom property panels, and a snap-to-grid canvas.
- Report Templates – Atom provides a robust library of customizable templates, including those aligned with FHWA, AASHTO, EPA, and equipment manufacturers' standards. These templates ensure compliance, improve efficiency, and enable data-driven decision-making.





- Data Connectors – Prebuilt connectors make it simple to link Looker reports with underlying data sources.
- Looker API – Allows automation of Looker asset management and migration within Google Workspace or Cloud Identity environments.
- Report Embedding – Enables embedding reports in ODOT intranet pages or web portals to share information seamlessly.
- Ad Hoc Report Generation – Supports flexible, analyst-driven reporting, including “what-if” analyses.
- Report Printing and Data Access – Users can download report data to CSV or export directly to PDF.

7.7.a.5.A – Assumptions

In preparing this proposal, AtomAI has made the following assumptions to ensure alignment with ODOT’s expectations:

1. Interfaces and Integrations – AtomAI assumes that the full list of enterprise systems requiring integration (finance, HR, payroll, GIS, ERP, etc.), including those listed in Exhibit 7, will be confirmed by ODOT during the Discovery phase. Interfaces will be scoped and delivered in collaboration with ODOT stakeholders.
2. ODOT Staff Involvement – AtomAI assumes that ODOT will assign a Project Lead and Subject Matter Experts (SMEs) to participate in discovery workshops, configuration reviews, UAT, and training, consistent with the level of effort described in Section 7.7.a.3.A.ii.
3. Requirements Prioritization – AtomAI assumes that Exhibit 7’s “Mandatory” and “Non-Mandatory” requirements represent the definitive categories of requirements for this project, unless clarified otherwise by ODOT.
4. Hosting Environment – AtomAI assumes that ODOT will accept AtomAI’s secure cloud hosting environment as the production environment for the MMS solution.
5. Change Management – AtomAI assumes ODOT will identify internal “champions” or SMEs to support training, knowledge transfer, and end-user adoption activities, as described in our Change Management approach.





Attachment E-2

Attachment B

ATOM SERVICES TERMS

Thank you for using our online, web-based platform and mobile applications known as Atom (the “Services”). The Services are provided by AtomAI Solutions Inc. (referred to as “we” or “our” or “AtomAI” in this Attachment)

By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as described in these terms, your subscription agreement, order form, or as permitted by applicable law. We may suspend or stop providing the Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using the Services does not give you ownership of any intellectual property rights in the Services or the content that you access. You may not use content from the Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in the Services. Do not remove, obscure or alter any legal notices displayed in or along with the Services.

The Services display some content that is not ours. This content is the sole responsibility of the entity that makes it available.

In connection with your use of the Services, we may send you service announcements, administrative messages and other information. You may opt out of some of those communications, but not any communications related to the reliability or safety of the Services, or required by law. .

Some of the Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

In addition, you agree that you will not, and will not allow third parties to use our Services to:

- ☐ participate in, or promote any activity considered illegal;
- ☐ launch any unlawful, invasive, infringing, defamatory or fraudulent software or enterprise;
- ☐ intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- ☐ interfere with anyone’s use of our Services, or interfere with the software and equipment used to provide our Services;
- ☐ disable, interfere with or circumvent any aspect of our Services;
- ☐ take any action to allow users to infringe or misappropriate the intellectual property rights of others;
- ☐ generate, distribute, or facilitate unsolicited mass email or advertising; or
- ☐ use the Services, or any interfaces included in the Services, to access any other



company's product or service in a manner that violates the terms of service of such other product or service.

Privacy

Please review the Atom Privacy Policy to understand how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that we can use such data in accordance with Attachment D and the negotiated Privacy Policy between the parties.

About Software in our Services

When the Service requires or includes downloadable software, this software may be updated automatically on your device once a new version or feature is available.

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license for the term of your subscription to use the software provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us in the manner permitted by the Agreement. You may not copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about the Services.

Other than as expressly set out in these terms and our additional terms, neither AtomAI nor its partners, suppliers or distributors makes any specific promises about the Services. For example, we do not make any commitments about the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. We provide the Services “as is”.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability and fitness for a particular purpose.. To the extent permitted by law, we disclaim all warranties except for a non-infringement warranty consistent with industry and State standards.

Other Applicable Terms

Intentionally Omitted.

About these Terms

We may modify these terms or any additional terms that apply to the Services to, for example, reflect changes to the law or changes to the Services. You should look at the terms regularly. We'll post notice of modifications to the Service and these terms on this page. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are posted. However, changes addressing new functions for the Services or changes made for legal reasons will be effective immediately. We will provide advance written notice and a timestamp requirement for all term modifications and additions.

If there is any inconsistency between these terms and the additional terms, the terms in the Agreement will prevail to the extent of the inconsistency. If you do not comply with these terms and we do not take action within 30 days we are giving up any rights that we may have (such as taking action in the future).



If it turns out that a particular term is not enforceable, this will not affect any other terms.

For information about how to contact us, please see the Atom Privacy Policy.



Attachment E-3

Section 6 - Additional Bidder Terms**AtomAI Solutions Inc.
ATOM SUBSCRIPTION AGREEMENT**

This Atom Subscription Agreement, with the attachments is between AtomAI Solutions Inc. ("AtomAI"), whose principal place of business is 4595 Leir Drive, La Canada, CA 91011, and the customer identified in the signature block below or on the associated Statement of Work, Services Agreement, Subconsultant Agreement, Ordering Document, or any other relevant agreement associated with this Atom Subscription Agreement ("Customer"). This Agreement includes the following attachments which are hereby incorporated by reference:

Agency Specific Contract between the parties
Atom Privacy Policy (attached hereto as Attachment A)
Atom Services Terms (attached hereto as Attachment B); and
Atom Service Level Agreement (attached hereto as Attachment C).

THE AGENCY SPECIFIC CONTRACT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION ("AGREEMENT"), GOVERNS CUSTOMER'S USE OF THE SERVICES. BY EXECUTING AN ORDER FORM THAT REFERENCES THE AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THE AGREEMENT. IF YOU ARE ENTERING INTO THE AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS.

1. DEFINITIONS

Capitalized terms have the meanings provided in this Agreement or as defined as follows:

"Customer Data" means all data, including data points, search terms, text, sound, video, images or files that are provided to AtomAI by, or on behalf of, Customer or collected and processed by or on behalf of Customer using the Services.

"Documentation" means the online help and training materials for the Services made available to Customer by AtomAI, as updated from time to time.

"End User" means any person, permitted or authorized by Customer to use the Services or access Customer Data hosted through the Services and, in the case of any user-based Subscription, for whom subscriptions have been purchased and to whom user identifications and passwords have been supplied by Customer. End Users may include Customer's employees, contractors, vendors and agents, as well as third parties with whom Customer transacts business.

"Fees" means the fees for the Subscription to be paid by Customer, as set forth in the Order Form.

"Indemnified Liabilities" means any settlement amounts approved by the indemnifying party and damages and costs awarded against the indemnified party in a final judgment by a court of competent jurisdiction.



“Intellectual Property Rights” means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights and any other intellectual property rights (registered or unregistered).

“Order Form” means an order form signed by Customer and AtomAI that includes applicable limits on Customer’s use of Services, the length of Customer’s Subscription, and the applicable Fees, subject to the terms of this Agreement.

“Parties” mean the State of Oklahoma and AtomAI.

“Services” means the online, web-based platform and mobile applications known as Atom and other designated products as described in the Documentation and purchased by Customer via an Order Form, including any associated offline components but excluding Third-Party Products.

“Subscription” means the period for which Customer is authorized to use the Services, as set forth in the Order Form.

“Third-Party Products” means online, web-based applications, platforms and infrastructure and offline software products that may be configured to operate with the Services, but are provided by third parties.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or governmental tribunal.

2. USE OF SERVICES

2.1 Right to Use. Subject to Customer’s compliance with the terms of this Agreement, AtomAI hereby grants Customer a non-sublicensable, non-transferable (except as provided in Section 12.3), non-exclusive, terminable right to access and use the Services as further described in this Agreement during the term of Customer’s Subscription. AtomAI reserves all other rights.

2.2 Updates to the Services. AtomAI may modify, update or release enhancements to the Services at any time, and for any reason. AtomAI will notify Customer, in accordance with Exhibit 8 incorporated into this Agency – Specific Agreement, of any material modification, update or enhancement promptly after it is scheduled. If there is a large feature release that impacts end user experience, all end users will receive an email, at least one week prior to the release, describing the release, as well as providing a link to any Documentation supporting the release. AtomAI will provide all such modifications, updates or enhancements at no additional cost to Customer during the Subscription; provided that both parties agree that there may be a cost for additional modules or functionality that may be offered in the future as add-ons to the Services.

2.3 Conditions of Use.

- (A) Customer may use the Services only in accordance with the terms of the Agreement negotiated by the parties, the Documentation, and applicable laws.
- (B) AtomAI may make modifications to the Atom Services Terms from time to time to accommodate changes to the Services, legal requirements, changes to any Third-Party Products on which the Services depend, address material security risks or for any other commercially reasonable purpose.
- (C) Customer may not reverse engineer, decompile, disassemble, or work around technical



limitations in the Services, except to the extent permitted by applicable law despite these limitations. Customer may not distribute, rent, sublicense, sell, transfer, or otherwise make the Services, or any part thereof, available to, or use the Services for the benefit of, any person other than Customer and its End Users, for whose errors or omissions Customer remains solely responsible.

- (D) Customer will comply with all export control laws and all anti-bribery laws applicable in connection with its Subscription and use of the Services. Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and that it will not permit End Users to access or use the Services in violation of any U.S. export embargo, prohibition, or similar restriction.
- (E) Customer will not: (1) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or (2) falsify or delete any attributions, legal notices or other labels regarding the origin or source of material obtained through the Services.

2.4 Responsibility for End Users; Customer Accounts.

- (A) **End Users.** Customer is responsible for its End Users compliance with this Agreement.
- (B) **Customer Accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials, subject to the Oklahoma Open Records Act, associated with its use of the Services. Customer will use commercially reasonable efforts to prevent and, if necessary, terminate any unauthorized use of the Services and will promptly notify AtomAI of any possible misuse or any security incident related to the Services of which Customer becomes aware.

2.5 Customer Data

- (A) Customer retains ownership of all Customer Data, as between AtomAI and Customer. By submitting Customer Data to AtomAI through use of the Services, Customer hereby grants AtomAI a temporary, irrevocable, non-exclusive, and royalty-free license to use the Customer Data solely for the following purposes: (i) providing and improving the Services; and (ii) providing technical support and/or implementation or configuration assistance at Customer's request. All improvements, modifications or derivative works of the Services shall be the sole property of AtomAI.
- (B) Customer is solely responsible for the content, accuracy, quality, integrity, and legality of Customer Data, as well as the means by which Customer acquires Customer Data, and will secure and maintain all rights in Customer Data necessary for AtomAI to provide the Services without violating the rights of any third party. AtomAI does not and will not assume any obligations with respect to Customer Data or Customer's use of the Services other than as expressly set forth in this Agreement or as required by applicable law.
- (C) Customer acknowledges that the Services will access and process Customer Data to generate reports, work orders, summaries, analyses, documents and other results. If Customer chooses to save such output, it will be saved as Customer Data. Customer's ability to recreate or duplicate such output will cease upon expiration or termination of this Agreement. Customer understands and agrees that AtomAI has no control over (and makes no representations, warranties, or covenants regarding) the storage, accessibility, or protection of Customer Data by providers of Third-Party Products whose services may be required for the storage, accessibility, or protection of Customer Data. This applies to Third



Party Product providers that may be involved in the engagement, providing storage, accessibility etc. of Confidential Info. It does not reduce Atom's responsibilities in handling State of Oklahoma's data stored with us.

- (D) Customer may request AtomAI's assistance in exporting its Customer Data at any time, at AtomAI's then-current rates.

3. FEES AND PAYMENTS

3.1 Fees. Reserved.

3.2 Taxes. Reserved. Reference Attachment B of the Agency Specific Agreement between the parties.

4. TERM, TERMINATION, AND SUSPENSION

4.1 Term. Reserved. Reference Attachment A of the Agency Specific Agreement between the parties.

4.2 Termination. Reserved. Reference Attachment B of the Agency Specific Agreement between the parties.

4.3 Renewal. Upon expiration of Customer's Subscription, should Customer wish to renew its Subscription, Customer may be required to enter into a new agreement, a supplemental agreement or an amendment to this Agreement.

4.4 Suspension. AtomAI may suspend Customer's use of the Services if: (i) it is reasonably necessary to prevent unauthorized access to Customer Data; (ii) Customer fails to respond to a claim of alleged infringement of AtomAI's Intellectual Property Rights within a reasonable time; (iii) Customer does not comply with the Atom Services Terms or materially breaches Section 2.3(D) hereof; or (iv) Customer is more than 60 days delinquent in paying any undisputed Fees due under this Agreement (AtomAI to provide Customer at least 10 days' prior notice of any suspension related to an overdue account). Any suspension will be in effect only while the condition or need exists and AtomAI will provide notice to the named administrators of Customer's Subscription except where AtomAI reasonably believes the Services must be suspended immediately.

4.5 Termination of Services. AtomAI may terminate this Agreement upon 30 days written notice upon written notice if AtomAI reasonably determines that changes in applicable laws, or changes to Third-

Party Products upon which the Services are dependent and for which there are no commercially reasonable substitutes, make it impracticable to continue providing the Services.

4.6 Effect of Expiration or Termination. If this Agreement is terminated for cause by Customer in accordance with Section 4.2, or is terminated by AtomAI in accordance with Section 4.5, AtomAI will refund to Customer any prepaid Fees on a prorated basis for any unused Subscription periods. If this Agreement is terminated for any other reason, any Fees outstanding will become immediately due and payable. When this Agreement expires or terminates, Customer will have 45 to 60 days following the date of such expiration or termination to request an export of Customer Data in accordance with Section 2.5(D) and all other rights under this Agreement terminate, except as set forth in Section 12.8.

5. SUPPORT



During the Subscription, AtomAI will provide Customer with front-line technical support for the Services directly to Customer's technology administrators including responding to questions, complaints and other support issues in accordance with AtomAI's then-current support policy.

6. PRIVACY AND DATA PROTECTION

6.1 End User Privacy. Customer will obtain and maintain all required consents from End Users in accordance with applicable data protection law to allow: (A) Customer to access, monitor, use or disclose any data submitted through the Services; and (B) AtomAI to provide the Services as contemplated herein, which may include the use, by AtomAI and providers of Third-Party Products, of an End User's location.

6.2 Additional Terms. Additional privacy and security terms are available in the Atom Services Terms. The Atom Services Terms apply only to Customer's use of the Services and not to any other services or products provided by AtomAI or third parties. Customer acknowledges and agrees that certain providers of Third-Party Products may also have access to Customer Data, and any use and privacy policies by such providers of Customer Data shall be reviewed and negotiated by the Customer prior to access of Customer Data being granted to third party.

6.3 Disclosure Required by Law. Customer hereby consents and authorizes AtomAI, as required by law, to access and disclose to law enforcement or other government authorities, data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). As and to the extent required by law, Customer must notify End Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as required by law, and Customer must obtain End Users' consent to the same.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership. Reserved. Reference Attachment D.

7.2 Feedback. Reserved. Reference Attachment D.

8. CONFIDENTIALITY

8.1 Confidential Information. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

8.2 Protection of Confidential Information. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

8.3 Required Disclosure. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

9. DISCLAIMERS

9.1 Third-Party Products. Customer requires third parties accessing State data to undergo IT Security review before data access is permitted. Customer acknowledges that availability of the Services depends in part on the availability of Third-Party Products with which the Services are integrated, such as mapping applications and customer relationship management (CRM) software or enterprise resource planning (ERP) software. Customer also acknowledges that the Services have been built and run on platforms operated by third-parties. Customer acknowledges that



AtomAI has no control over the availability of these Third-Party Products. Accordingly, AtomAI makes no representations, warranties or covenants regarding the availability of the Services to the extent that such availability is dependent on the availability of any Third-Party Products. Nothing in this

Agreement creates any rights or obligations on AtomAI's part with respect to such Third-Party Products or third-party providers, nor will this Agreement be construed as creating any rights or obligations on the part of providers of Third-Party Products with respect to the Services.

General. Reserved. Reference Attachment B and D.

10. DEFENSE OF CLAIMS

10.1 Obligations.

(A) Reserved. Reference Attachment B and D of the Agency Specific Agreement between the Parties.

(B) Reserved. Reference Attachment B and D of the Agency Specific Agreement between the Parties.

10.2 Limitations. Reserved. Reference Attachment B and D of the Agency Specific Agreement between the Parties.

10.3 Remedies. Reserved. Reference Attachment B and D of the Agency Specific Agreement between the Parties.

10.4 General. Reserved. Reference Attachment B and D of the Agency Specific Agreement between the Parties.

11. LIMITATION OF LIABILITY

11.1 Limitations.

(A) Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.T

(B) Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

11.2 Exceptions. Reserved. Reference Attachment B and D of the Agency Specific Agreement between the Parties.

12. GENERAL PROVISIONS

12.1 Notices. All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party, sent to the address set forth in the preamble in the case of AtomAI (with a copy by email, which shall not constitute notice, to legal@atom-ai.com), and to the address set forth in the Order Form in the case of Customer. AtomAI and Customer each agree that notices and other communications under this Agreement may be received by email unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.



12.2 Audit Rights. Reserved. Reference Attachment B of the Agency Specific Agreement between the parties.

12.3 Assignment; Change of Control. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

12.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.5 Customer Attribution; Publicity. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

12.6

12.7 No Agency. The parties are independent contractors. This Agreement does not create any agency, partnership or joint venture between the parties.

12.8 No Waiver; Cumulative Remedies. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

12.9 Survival. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties

12.10 Force Majeure. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

12.11 Governing Law; Jurisdiction; Waiver of Jury Trial. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

12.12 Severability. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.

13. Entire Agreement; Precedence; Amendment. Reserved. Reference Attachment B of the Agency Specific Agreement between the Parties.



IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the Effective Date.

AtomAI Solutions Inc.

CUSTOMER

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Attachment E-4

Attachment C

ATOM SERVICE LEVEL AGREEMENT (SLA)

During the Term of the applicable Atom License Agreement (the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.9% (the "Service Level Objective" or "SLO"). If AtomAI does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by AtomAI to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. AtomAI provides the following availability service level agreement ("SLA") for the Atom product ("Cloud Service") as specified in an "Agreement". This SLA is not a warranty. This SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

Client must log a Severity 1 support ticket through the AtomAI Client Support Portal within the AtomAI technical support help desk within 72 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available.

a. Client must reasonably assist AtomAI with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available ("Downtime").

i. Downtime is measured immediately when the service is impacted (e.g. 1 am during a State-observed holiday) prior to ODOT notification, downtime starts. This ensures availability measurement reflecting total outage duration and aligns with agency operational needs.: a scheduled or announced maintenance outage; causes beyond AtomAI's control; problems with Client or third party content or technology, designs or instructions; Client errors; a Client-caused security incident; Client security testing; or other Client initiated actions, such as performing version updates which cause loss of connectivity or inability for a user to authenticate to access the Cloud Service.

ii. Intermittent Downtime for a period of less than five minutes will not be counted towards the Downtime used in calculating compensation for any SLA claim.

b. AtomAI will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 17.5 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

2. Service Levels

Availability during a contracted month	Compensation (% of monthly subscription fee for contracted month that is the subject of a claim)
Less than 99.8%	3.5%
Less than 98.8%	7.5%
Less than 95.0%	17.5%

Example: 432 minutes total Downtime during contracted month

43,200 total minutes in a 30 day contracted month - Minus 432 minutes of Downtime = 42,768 Minutes 43,200 Total Minutes	= 99.0% Availability for a 3.5% credit for availability during the contracted month
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3. SLA Exclusions

This SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation) and/or not in the Client's production environment, (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of AtomAI's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from Client abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.



Attachment E-5

Attachment A

ATOM PRIVACY POLICY

This Privacy Policy describes the privacy and data security principles followed by AtomAI Solutions Inc. with regard to the personal information of individuals, customers and licensees who visit and use our online, web-based platform and mobile applications known as Atom App (the “Services”).

This Privacy Policy will help you understand how we collect and use the personal information you share with us. By using or accessing the Atom website and applications, you are accepting the practices described in this Privacy Policy. In this privacy policy, we sometimes refer to “You”. “You” may be a visitor to the Atom website, a customer and user of one or more of our Services, or an employee of a customer.

This policy does not apply to third-party websites, products, or services even if they link to our Services, and You should consider the privacy practices of those third parties carefully.

To further clarify, by accessing the Atom website and using the Atom applications, You acknowledge and agree that certain providers of third-party products may also have access to the data You share or we access after a full IT Security review is conducted and the third-party supplier and/or products are approved.

This Atom Privacy Policy applies to the collection, hosting, storage, security, processing, transfer, and use of, as well as the access to, personal information, customer data, and services data concerning You, and applies only to use of the Services and not to any other services or products provided by AtomAI or any third parties.

How We Collect and Use Information

We collect and use Your personal information to provide our Services to You and to operate and improve the Atom website and services. We will only use your personal information in ways outlined in this Privacy Policy. Depending on how You use the Atom website, applications, and Services, we may collect the following types of information and use it in this manner:

Accessing our website – Like most websites, our Atom website automatically collects and uses the data contained in log files. Information in log files may include Your computer’s IP (internet protocol) address, your ISP (internet service provider), the web browser You used to visit our site, the time You visited our site, which web pages You visited, and other anonymous site usage data. Every computer with internet capability is given a number that serves as that computer’s IP address. When You request a page from Atom’s website, our web servers automatically recognize Your IP address. The domain name and IP address reveal nothing personal about You other than the IP address from which You have accessed our site. We may use this information to examine traffic in aggregate, investigate misuse of AtomAI’s websites, detect fraud, or cooperate with law enforcement.

Information You provide – We offer access to some information and services without a charge, but to access the information we ask that You complete a registration form. In this



instance, we may ask You to provide limited personal information (such as your name and email address). Furthermore, employees of our customers may provide information through Atom's



website and applications in order to use the Services. Such information will include first and last name, work email address (which may include an image of the employee profile from Google Accounts if the employee signs-in using his or her Google-based email for work), and phone number. In the future, the Atom website and related applications may collect an employee's geolocation using such employee's mobile device in order to provide traffic conditions and routes, weather alerts, disaster alerts, and on-site updates when actual work is being conducted. Our geolocation will allow the user to opt-in and opt-out of any alerts or other notifications by modifying applicable settings.

How we and others may communicate with You using the information You provide – We communicate through email, and notices posted on the Atom website. Examples of these email notices include: (1) welcome and engagement messages – when You register for our Services, we may send you a series of emails to inform You about how to best use our Services, as well as to inform you of new features; (2) service messages – these will cover service availability, security, and other issues about the functioning of Atom; and (3) promotional email messages, which may contain promotional information directly about us or about our business partners. Finally, we may provide Your contact information to our partners for marketing purposes; please see below if You would like to opt-out of such communications.

You may change your email and contact preferences, or any other personal information, at any time by notifying us as explained in more detail at the end of this policy under the “Your Privacy Rights” section of this Policy. If we use Your information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Push Notifications - We may send You push notifications from time-to-time in order to update You about any updates, events or promotions that we may be running. If you do not wish to receive these types of communications, you may turn them off at the device level. To ensure You receive proper notifications, we will need to collect certain information about Your device such as operating system and user identification information.

Cookies – When You visit Atom's website or its related applications we may send one or more “cookies” to your computer or mobile device. Third-party websites You may access through our sites may also send cookies to Your computer. A cookie is a small piece of data that is sent to Your browser from a web server and stored on Your computer's hard drive. We use cookies to improve the quality of our services, for instance, storing Your user preferences or log-in information, as well as for marketing purposes. You can choose whether to accept cookies by changing your browser settings. You can reset your browser to refuse all cookies, or allow Your browser to show you when a cookie is being sent. If you choose not to accept cookies, Your experience at our site and other websites may be diminished and some features may not work as intended. Our systems do not recognize browser “Do Not Track” signals. We provide You with tools to opt out of marketing from us or certain transfers of Your information. You can learn about this in the “Your Privacy Rights” section of this Privacy Policy.

Links – We may present links in a format that enables us to keep track of whether these links have been followed. We use this information to determine which sites are being accessed and how often, and to improve our services.

Other Sites – This Privacy Policy applies to the Atom website, applications, and Services only. Although we may provide links to internet sites or resources administered by third parties, we do not exercise control over third party sites that include other products or services. These other sites may place their own cookies or other files on Your computer, collect data or solicit



personal information from You. We cannot protect the privacy of the information You share with any such third party and we suggest that You review their applicable privacy policies.

Other Requested Information

We may request Your name, e-mail address or mailing address for the purposes of conducting a survey or providing additional services (for example, subscriptions to e-mail newsletters, promotional announcements, or information about seminars). When making such a request, we will indicate the purpose of the inquiry. If we use this information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Potential Disclosure of Your Information

We will disclose personal information and an IP address when we have Your consent or have the good-faith belief that such action is reasonably necessary to:

1. satisfy any applicable law, regulation, legal process or enforceable governmental request;
2. protect and defend the rights of our websites and related properties, or visitors to our websites and related properties;
3. enforce applicable terms of our Terms of Use, including investigation of potential violations thereof;
4. identify persons who may be committing a fraud or otherwise violating the law; or
5. cooperate with investigations of purported unlawful activities.

Security of Your Information

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. Other than as set forth in the last sentence in this paragraph, we restrict access to personal information to our employees, contractors, agents and authorized third parties who need to know the information in order to operate, develop or improve the Services. These individuals are bound by confidentiality obligations. As noted above in the section entitled “**How we and others may communicate with You using the information You provide**”, we may provide Your contact information to our partners for marketing purposes.

Data Integrity

We process personal information only for the purposes for which it is collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that we only collect, store and process the personal information needed to provide or improve the Services or as otherwise permitted under this Privacy Policy.

Customer Data and Services Data

Customer Data is information that we may collect from Your use of the Atom website and related applications, and Your interactions with us off-line. We deal with Customer Data according to the terms of this Privacy Policy.

Services Data is data that resides on the Google Cloud Platform or on our customers' or third-party systems to which we are provided access to perform the Services (including development, Q&A, UAT and production environments that may be accessed to perform consulting and support services). We treat Services Data in accordance with the terms of this Privacy Policy.

Below are the conditions under which AtomAI may access, collect and/or use Services Data:



To Provide Services – Services Data may be accessed and used to fulfill the requirements specified in a Services contract or purchase order for support, consulting, or other services.

To Maintain and Upgrade a System – Technical staff may require periodic access to Services Data to monitor system performance, test systems and develop and implement upgrades to systems, if applicable.

To Address Performance and Fix Issues – On occasion, we may have a need to deploy new versions, patches, updates, and other fixes to our programs (or third party programs we support) and services. In accordance with the terms of Your subscription order and/or with notice to You, we may access and/or use a copy of Your development, Q&A, UAT and production environment, including Services Data, to test such new versions, patches, updates and fixes and validate that they work in Your environment(s).

Other Uses – We may transfer and access Services Data globally as required for the purposes specified above. If we hire subcontractors to assist in providing services, their access to Services Data will be consistent with the terms of this Privacy Policy, except where the confidentiality provisions within a specific service contract define different requirements.

We do not use Services Data except as stated above or in Your order. We may process Services Data, but we do not control Your information collection or use practices for Services Data. If You provide any Services Data to us, You are responsible for providing any notices and obtaining any consents necessary for us to access and use Services Data as specified in this policy and Your order.

Your Privacy Rights: Opting Out Of Marketing And Transfers; Accessing, Updating And Deleting Information – We want to communicate with You only if you want to hear from us. If you wish to opt out of receiving our marketing efforts or our sharing information with third parties for their marketing efforts, You may do so, at any time by clicking “unsubscribe” in any email you receive from us and following the instructions on the screen or by responding to an email and including “Remove” in the subject line. Please be aware that You cannot opt out of receiving our service messages.

You may also opt out of receiving our marketing efforts or our sharing information with third parties by contacting us at: legal@atom-ai.com or mail your questions to:

AtomAI Solutions Inc.
4595 Leir Drive
La Canada, CA 91011

Please note that, from time to time, personal information collected from You may be processed and stored by us or our partners in jurisdictions in which disclosure may be compelled by governments, law enforcement agencies and regulatory bodies of those jurisdictions as required or permitted by the laws and courts of those jurisdictions. Depending on the laws of the applicable jurisdiction, we may not be allowed to provide notice to You of such required disclosure. We may also share Your personal information and other information with entities controlling, controlled by, or under common control with us. If some or all of our business assets



are sold or transferred, we would transfer Your information to the buyer or transferee and for due diligence purposes to its professional advisors under an obligation of confidentiality.

Changes to this Policy

Our Privacy Policy may change from time to time. If we do make changes, we will post any policy changes on this page so that You are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Each version of this Privacy Policy will be identified at the top of the page by its effective date. Please send any questions about our Privacy Policy to the contact email and address above.

Attachment E-6

7.8 Section Eight: Pricing Exhibit 2 - Pricing*
Solicitation Name: Maintenance Management System (MMS) Software along with Implementation and Integration Services
RFP ID: EV000000730

Bidders Information
Name: AtomAI Solutions Inc.
Contact Information: Joe Kosco - Joe.Kosco@atom-ai.com - 213.434.0500
Instructions: Please fill in the White & Yellow shaded cells. Note that the grey cells will populate automatically.

Bid Component	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35	Total	Costing Assumptions
Annual software subscription cost for SaaS	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$3,450,000	Assume named and concurrent unlimited users at go-live
Implementation services	\$1,500,000										\$1,500,000	Training, project management, testing, etc.
Interface development	\$500,000										\$500,000	Based on section 12 of requirements matrix
Customization required to meet mandatory requirements											\$0	Aggregated cost to address all requirements that require customization.
Supplemental OKDOT Staff											\$0	Note level of effort for OKDOT IT development staff at \$125/hour.
Other costs (Travel + Training Materials)	\$30,000										\$30,000	
Annual Total Cost	\$2,375,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$345,000	\$5,480,000	

*Please note that pricing is required to be submitted with the proposal in Phase 1, but will not be reviewed until after the product demonstrations in Phase 2.



Attachment E-7

Section 10 - Offer of Value-Added Products/Services

What's Next on the Roadmap: Unlocking AI-Powered Insights

AtomAI is preparing to expand Atom's capabilities through advanced artificial intelligence and large language models. These enhancements will allow staff and executives to use the Ask AtomAI assistant:

- **Ask in Plain English** – Query the system using natural language (e.g., “Show me all pavement segments in District 3 due for resurfacing in the next 12 months”) and receive instant, data-driven answers without technical report-building.
- **Automate Reporting** – Generate executive summaries, compliance reports, and performance dashboards dynamically, reducing manual effort and ensuring consistency.
- **Discover Hidden Insights** – Apply predictive modeling and anomaly detection to proactively identify patterns in maintenance needs, budget utilization, and asset deterioration.
- **Enhance Decision-Making** – Empower planners, engineers, and leadership with AI-driven recommendations that optimize resource allocation and extend asset lifecycles.

By embedding these AI capabilities directly into the AtomAI platform, ODOT will not only modernize its maintenance management practices today but also position itself as a national leader in adopting forward-looking, data-powered decision tools for tomorrow.

Please note: AI capabilities will be available as an optional add-on that ODOT may choose to activate at any time once the feature is available at an additional cost. These features are currently in beta and will continue to mature as part of AtomAI's product roadmap.

