

CONTRACT ADDENDUM

This contract addendum to ITSW 001 is entered between Intuitive Technology Group, LLC, ("contractor"), 1650 West 82 Street, Suite 650, Bloomington, Minnesota 55431 and the State of Oklahoma (the "State"), Office of State Finance, 3115 N. Lincoln Blvd., Oklahoma City, Oklahoma 73105 for the purposes of: (a) providing for written execution of the parties' entire agreement for the purchase and sale of products and services offered under ITSW001, and (b) modifying certain contractual terms and conditions as further set forth below.

MODIFICATIONS TO TERMS AND CONDITIONS

A. Modifications to Solicitation for ITSW001

1. Maintenance

The solicitation document for ITSW001, Section C.9, Maintenance, is modified by adding the following sentence, "Any costs associated with installation services for ongoing maintenance and software updates shall be billed at the rate and hours to be contractually agreed between the parties for such support services."

2. Termination for Cause

The solicitation document for ITSW001, Section A.23.1, Termination for Cause, is amended by striking the words, "and upon written approval from the State" from the first sentence and by adding the following at the end of this section "If the project loses funding pursuant to Section A.20 Non-Appropriation Clause, this contract may be terminated for Cause by contractor."

B. Software License Terms

The State of Oklahoma shall be the licensee of the Software procured pursuant to this contract. All licenses shall be subject to the terms and conditions set forth in Symantec Software License Agreements as amended, which is attached hereto and incorporated herein.

C. Modifications to Intuitive Master Services Agreement (MA)

1. Term

Section 2 of the MA is amended by striking "as provided in this Agreement" from the first sentence and replacing it with, "as provided Section B.2 of the solicitation for ITSW001." Further, Section 2 is amended by striking the second sentence and replacing it with the termination provision contained in Section A.23 of the solicitation for ITSW001.

2. Fees

Section 3 of the MA is hereby stricken and replaced with the terms contained in the response and price lists provided in response to the solicitation for ITSW001, attached hereto as Exhibit A - Pricing and incorporate herein.

3. Invoicing

Section 4 of the MA is modified by deletion of the third and fifth sentences.

4. Infringement of Software and Limits on Use

Section 5 is amended by adding after the last sentence of the section the following: "Intuitive Technology Group shall indemnify and hold Client harmless from and against any loss, cost, expense (including but not limited to reasonable attorneys' fees and costs), liability, judgment or claim resulting from violations or breaches of this Agreement."

5. Confidentiality

Section 6 is amended by making the following modifications regarding:

- (a) Inserting "To the extent permitted by law" at the beginning of the second sentence.
- (b) Inserting "unless otherwise required pursuant to law" at the end of the fourth sentence.
- (c) The sixth through the last sentences of the provision are stricken and replaced with, "As used herein, 'Confidential Information' shall mean all information privileged or protected under state or federal law from disclosure, including but not limited to personally identifiable information, technical or business information of a proprietary nature, and which is designated as confidential by the Disclosing Party. Notwithstanding the foregoing, Confidential Information shall not include information that is publicly available, or was lawfully obtained by Receiving Party from a source other than Disclosing Party and which may be lawfully disclosed. Furthermore, Confidential Information may be disclosed as required by law, the Oklahoma Open Records Act, 74 O.S. §§ 24A.1—24A.29, or other legal process. Receiving Party's obligations under this Section shall survive the term of the contract and continue so long as such Confidential Information is not disclosed publicly or no longer treated as Confidential Information by the Disclosing Party.

6. Intellectual Property

Section 7, Intellectual Property is deleted from the contract. In the event custom software and programming are developed specifically for the Client, the parties shall negotiate the terms in a separate instrument.

7. Limitation of Liability

Section 9, Limitation of Liability, is hereby amended by inserting, "To the extent permitted by law" at the beginning of the first sentence of the first paragraph. The second sentence is hereby deleted.

8. Warranty

Section 10, Warranty, is amended by inserting, "To the extent permitted by law" at the beginning of the first sentence.

9. Governing Law and Forum

Section 11, Governing Law and Forum, is hereby amended by deleting "Minnesota" and inserting "Oklahoma" in the first sentence. Further, "Minneapolis, Minnesota" is deleted from the second sentence and replaced with "Oklahoma City, Oklahoma."

10. Non-solicitation

Section 13, Non-solicitation is hereby deleted.

11. Third Party Software Products

Section 15, Third Party Software Products, is modified by inserting "To the extent permitted by law" immediately preceding the first word of the last sentence of the provision. Section 15 is further modified by deleting "and all of the Client's rights regarding such Software Products are exclusively subject to the Licensor's terms regarding warranty, use or return."

12. Entire Agreement

Section 23, Entire Agreement, is hereby stricken and replaced with the language contained in Section A.9 of the solicitation for ITSW001.

D. General Agreed Terms to the Entire Contract

1. Contract Addendum

The parties agree that this Contract Addendum shall be a modification to the contract between the parties, which is comprised of the documents listed in section A.9 of the ITSW001, plus this addendum, and the documents referenced herein all of which together comprise the entire contract between the parties. Further, the parties agree that any additions or modifications to any License Agreement contained within the parties' contract shall also be considered be duly authorized License Instruments as used in the Symantec Software License Agreements.

2. Entire Agreement

The contract is the complete and exclusive agreement between the parties and supersedes any previous or contemporaneous oral or written communications, proposals and representations with respect to its subject matter. Additionally, the provision contained in section A.9 of the solicitation for ITSW001 shall prevail over any conflicting or inconsistent terms contained within any license agreement or other documents comprising the contract between the parties.

3. Renewal Price Escalation

For contract option years 1 through 6, pricing in Exhibit A – Pricing will remain unchanged.

For contract option years 6 through 10, all maintenance, upgrade, and support fees are subject to maximum annual increases at renewal of the lesser of 3% or the annual percentage change to the Consumer Price Index in urban areas for all items as of December 31 of the year preceding the renewal.

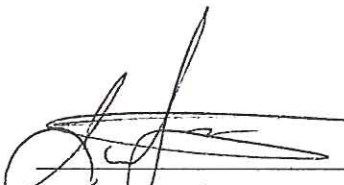
4. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

IN WITNESS WHEREOF, the duly authorized representative of each party has executed this contract on the date indicated below.

INTUITIVE TECHNOLOGY GROUP

STATE OF OKLAHOMA



JASON LIVINGSTON Name
MANAGING DIRECTOR Title
3/15/12 Date



Alex Pettit Name
Chief Information Officer Title

Date

ITSW001 - Security Protection Pricing Clarification

Section 1.1 - New Installations

New Installation	Base Price Per Seat	Maintenance Price Per Seat	Support Price Per Seat
Endpoint Protection	\$2.55 includes 1st Year Maintenance	\$2.55 Years 2-5	Combined
Anti-Spam (Vendor Hosted)	\$6.81 Per Year	Combined	Combined
Anti-Spam (OSF Hosted)	Included in Endpoint Protection	Included in Endpoint Protection	Combined
Data Encryption	\$14.12	\$3.76	Combined

Section 1.2 - Existing Installations

Existing Installation	Base Price Per Seat	Maintenance Price Per Seat	Support Price Per Seat
Endpoint Protection	\$2.55 includes 1st Year Maintenance	\$2.55 Years 2-5	Combined
Anti-Spam (Vendor Hosted)	\$6.81 Per Year	Combined	Combined
Anti-Spam (OSF Hosted)	Included in Endpoint Protection	Included in Endpoint Protection	Combined
Data Encryption	\$14.12	\$3.76	Combined

Section 1.3 - Appliances

Appliances	Quantity	Base Price	Maintenance Price	Support Price
SPAM Appliances	4	N/A for virtual environment. Per user fee covers licensing		

Appliances	Quantity	Base Price	Maintenance Price	Support Price
SPAM Appliances	4	\$ 7,730.94		

Additional Options	Price
Support	Maintenance broken Out in Sections 1.1 & 1.2
Maintenance	Combined

Section 1.5 - Implementation

Implementation	Price
5000 Endpoints	\$81,840

Appliances	Quantity	Base Price	Maintenance Price	Support Price
SPAM Appliances	4	\$ 7,730.94	3 Year HWR Warranty Included	

Endpoint Security Solution Options

	Base Price	Maintenance Price	Support Price	Part Number
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Security Information Manager	\$ 20,443.15	\$5,724.08 Year 2	Combined	20041108
SIM Appliance	\$ 9,500.00	\$ 1,997.00	Combined	20041221
	Base Price Per Seat	Maintenance Price Per Seat	Support Price Per Seat	Part Number
SIM Monitored Server	\$ 142.47	\$32.78 Year 2	Combined	20040973
SIM Monitored Workstation	\$ 1.97	\$.62 Year 2	Combined	20041020

Critical Server Protection

	Base Price Per Server	Maintenance Price Per Server	Support Price Per Seat	Part Number
Server Protection Suite	\$ 182.29	\$ 51.04	Combined	21015103

Control Compliance Suite

	Base Price	Maintenance Price	Support Price	Part Number
Policy Manager 10.5	\$ 19,110.00	\$ 5,350.00	Combined	55QX0ZF0-ZZGS
Vulnerability Manager 10				
VM 10-5000 User	\$ 25,405.00	\$7113 Year 2	Combined	21018218
VM-10000 User	\$ 37,330.00	\$10,452 Year 2	Combined	21018151
Response Assessment Manager 10.5	\$ 16,721.25	\$ 4,681.95	Combined	3V4YOZS0-EHGS
	Base Price Per Seat	Maintenance Price Per Seat	Support Price Per Seat	Part Number
Policy Manager 10.5-User	\$ 4.92	\$ 1.37	Combined	
Standards Manager Server	\$ 700.70	\$ 196.19	Combined	X5EFWZF0-ZZGS
Standards Manager Workstation	\$ 21.02	\$ 5.88	Combined	LLWIWZF0-ZZGS
RAM 10.5 Per User	\$ 6.68	\$1.87 Year 2	Combined	LLWIWZF0-ZZGS

Deep Sight Early Warning

	Subscription			Part Number
Silver Pack Services-30000 Users	\$ 47,190.00			21170471

Remote Product Specialist Options

Remote Product Specialist provides the following benefits:

- Single point of contact during business hours
- Accelerated response times
- Up to 6 Named Callers
- Priority case queuing/handling during non-business hours
- Advanced team call routing during off-hours

11042040- SYMANTEC BUSINESS CRITICAL SERVICES ENDPOINT PROTECTION FAMILY REMOTE PRODUCT SPECIALIST

\$ 41,200.00

11042042- SYMANTEC BUSINESS CRITICAL SERVICES MESSAGING SECURITY FAMILY REMOTE PRODUCT SPECIALIST

\$ 41,200.00

13583625- SYMANTEC BUSINESS CRITICAL SERVICES CONTROL COMPLIANCE SUITE FAMILY REMOTE PRODUCT SPECIALIST

\$ 41,200.00

21153771- SYMANTEC BUSINESS CRITICAL SERVICES ENCRYPTION FAMILY REMOTE PRODUCT SPECIALIST

\$ 51,500.00

11042056- SYMANTEC BUSINESS CRITICAL SERVICES SECURITY MANAGEMENT FAMILY REMOTE PRODUCT SPECIALIST (SSIM)

\$ 41,200.00