



**State of Oklahoma
Office of Management and
Enterprise Services**

**Information Technology
Software/Services
Agreement**

ITSW1017 – Iron Data Solutions, Inc. for Software Products and Services

THIS CONTRACT is made by and between the State of Oklahoma Office of Management and Enterprise Services, Information services Division on behalf of the State of Oklahoma (the State), located at 3115 North Lincoln Boulevard, Oklahoma City, OK 73105, and Iron Data Solutions, Inc. (Vendor) with its principal place of business located at 3400 Players Club Parkway, Suite 300, Memphis, TN 38125.

NOW THEREFORE, in consideration of the terms, and conditions of this Contract, the parties agree as follows:

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A. Contract

A.1. Entire Agreement

The documents comprising this Contract (hereinafter defined) provide the governing terms and conditions for the entire agreement between the State of Oklahoma (the “State”) and Iron Data Solutions (the “Vendor”) and shall also govern purchases and licenses by an Interlocal Entity (hereinafter defined) utilizing this Contract; provided, however, the General Provisions set forth in Part B of this Contract and provisions of any other Contract Document (hereinafter defined) may be added or changed by an Amendment (hereinafter defined) between Vendor and any Interlocal Entity. Any such Amendment shall be a Contract Document as between the Vendor and such Interlocal Entity but shall not be a Contract Document as between Vendor and the State or any other Interlocal Entity. Accordingly, all terms herein shall remain in full force and effect between the State and Vendor. This Contract is effective as of the last date executed by a party hereto.

A.2. Exhibits

The following exhibits are attached hereto and incorporated herein:

Exhibit A – Iron Data Products/Services Pricing

Exhibit B – Software License Agreement

Exhibit C – Software Maintenance Agreement

Exhibit D – Terms and Conditions for Other Services

A.3. Products

As more particularly described in Exhibit A hereto, the following product lines and areas of product lines, including support, maintenance, and training services are available for license or purchase, as applicable, from Vendor (“Products”):

State and Federal Solutions	City and County Solutions	Transportation Sector
<ul style="list-style-type: none">• Case Management	<ul style="list-style-type: none">• Court Case Management	<ul style="list-style-type: none">• Contract Optimization
<ul style="list-style-type: none">• Licensing & Regulations	<ul style="list-style-type: none">• Land Records Management	<ul style="list-style-type: none">• Outsource Efficiencies
	<ul style="list-style-type: none">• Accounting Systems	<ul style="list-style-type: none">• Value Added Services
		<ul style="list-style-type: none">• Implementation Methodology

The State reserves the right to add to the Products under this Contract at any time to include “emerging technology” offerings of Vendor, not otherwise identified herein, to be provided as a result of repeated requests by State Entities and if the State believes such modification is in the best interest of the State with respect to its information technology initiatives. Any such additions of Products shall be evidenced by an Amendment hereto.

A.4. Pricing

The price of Products, including pricing categories and applicable discounts, is set forth at Exhibit A, attached hereto and made a part hereof. The information contained in Exhibit A may be updated from

time to time with the exception that updated information shall not directly or indirectly reflect an annual price increase in excess of five percent (5%) of the Products prices initially set forth at Exhibit A unless agreed to in an Amendment of this Contract.

Software Solutions Product pricing is based upon a five percent (5%) discount from the MSRP, however the percentage discount is a “minimum discount” and the Vendor and a procuring entity may negotiate a greater discount.

Software Solutions Product Annual Maintenance pricing is based upon a five percent (5%) discount from MSRP.

Service Rates for consulting, development, installation, implementation, and training are defined in Exhibit A.

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B. GENERAL PROVISIONS

B.1. Definitions

As used in this Contract, the following terms shall have the following meaning:

“Acquisition” means items, products, materials, supplies, services and equipment acquired by purchase, license, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

“Amendment” means a written restatement of or modification to a Contract Document executed by both parties.

“COTS” means software that is commercial off the shelf.

“Contract” means this document, as may be amended from time to time, which together with other Contract Documents, evidences the final agreement between the parties with respect to this statewide contract for the Products.

“Contract Document” means, when executed by all applicable parties, this Contract, Exhibits to this Contract, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

“Interlocal Entity” means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.

“State Entity” means any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

“Utilities” means Vendor’s reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Vendor in writing prior to execution of this Contract, including, but not necessarily limited to, the “Iron Data Software Products” identified in Exhibit A hereto.

B.2. Governing Agreement and Order of Precedence

This Contract is a non-mandatory statewide contract for indefinite delivery and an indefinite quantity of the Products.

Unless specifically agreed otherwise in writing by authorized representatives of applicable parties, to the extent that a provision in any other agreement, or document related thereto, between the State and Vendor is inconsistent with any provision set forth herein, a provision in this Contract prevails over the inconsistent provision of such other agreement or document. The order of precedence of Contract Documents are any Amendment to a Contract Document to the extent such terms are added to, or specifically inconsistent with, the Contract Document being amended; this Contract; Exhibits to this Contract; any statement of work, work order rider or similar document, as applicable; a properly issued purchase order related hereto; and any other statutorily required or mutually agreed Contract Documents

related hereto. Vendor agrees to execute, upon request, such other documents as may be required to effectuate the intent of this Contract, but without changing any of the terms and conditions of this Contract.

B.3. Term and Annual Contract Review

The Vendor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until notified in writing of the approval of this Contract. The initial ordering term of this Contract is one (1) year and this Contract may be renewed annually, up to five renewals, upon mutual written consent of the State and Vendor. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Vendor's performance hereunder and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with then current State and other applicable statutes and rules; b) then current Products pricing and price discounts offered by Vendor; and c) then current Products and support offered by Vendor.

If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Vendor will cooperate in good faith to evidence such required changes in an Amendment.

B.4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Vendor certifies that the Vendor and their principals:

- B.4.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- B.4.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- B.4.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
- B.4.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

Where the Vendor is unable to certify to any of the statements in the certification above, Vendor shall attach an explanation to this Contract.

B.5. Contract Restatement or Modification

Any restatement, change or modification of a Contract Document shall be evidenced by an Amendment and no oral statement of any person shall modify or otherwise affect the terms, conditions, obligations or specifications of a Contract Document. The Vendor is responsible to ascertain the authority of any person who executes an Amendment or other Contract Document on behalf of the State or an Interlocal Entity, as applicable.

Any unilateral change to a Contract Document by the Vendor is a breach of this Contract and the Vendor shall not be entitled to any claim or remedy under the terms of any Contract Document based on such change.

B.6. Delivery, Inspection and Acceptance

All deliveries shall be F.O.B. Destination. The Vendor shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any Products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at Destination and the procuring entity has no responsibility for the delivered Products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted, it being understood, however, that, as to any Product licensed by Vendor to the State hereunder, no title thereto shall pass to the State. The Vendor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

Vendor shall be required to deliver Products as offered on or before the required date. Deviations, substitutions, or changes in the Products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

B.7. Invoicing and Payment

The amounts payable to Vendor by the State, upon submission of an accurate and proper invoice shall be paid in accordance with applicable law and in arrears after products have been delivered or services provided except as may be specifically set forth herein or otherwise in another Contract Document. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

State Acquisitions are exempt from sales taxes and federal excise taxes.

B.8. Audit and Records Clause

As used in this clause, "records" includes books, documents, 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. In accepting any contract with the State, the Vendor agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

The Vendor is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an 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.

B.9. Oklahoma Open Records Act

This Contract is subject to public disclosure in accordance with the Open Records Act and will not be considered confidential except as determined by the Oklahoma Chief Information Officer in his sole discretion.

B.10. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, any State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts due for multiple year agreements. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Vendor.

B.11. Choice of Law and Venue

Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Vendor or as otherwise provided by applicable law.

B.12. Termination for Cause

The Vendor may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Vendor.

The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Vendor, when violations are found to be an impediment to the function of the State and detrimental to the cause of a procuring State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Vendor immediately upon any of the foregoing conditions in this subsection.

If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

B.13. Termination for Convenience

The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate

this Contract by delivering to the Vendor a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Vendor upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

B.14. Gratuities

The rights of Vendor under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Vendor, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State, State Entity, or Interlocal Entity employee directly involved in this Contract. In addition, a Vendor determined to be guilty of such a violation may be suspended or debarred.

B.15. Insurance

The Vendor shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Vendor has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law;
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

B.16. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

B.17. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

The Vendor certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. Vendor agrees that compliance with the certification set forth in this section shall be a continuing obligation.

B.18. Compliance with Applicable Laws

In connection with its performance of obligations under the terms of this Contract, the Vendor shall 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 and as implemented at 45 C.F.R. part 76, Subpart F;
- 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 under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375;
- e) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) 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.

The Vendor shall maintain all applicable licenses and permits required in association with its obligations hereunder.

The Vendor shall inform its employees or agents who perform services for the State under this Contract of the Vendor's obligations hereunder and shall require its employees or agents to comply accordingly. At the request of the State, Vendor shall promptly provide adequate evidence that such persons are its employees or agents and have been informed of their obligations hereunder.

B.19. Mutual Responsibilities

The State and Vendor agree that under this Contract:

Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

Each party grants the other only the licenses and rights specified in the Contract Documents.

Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld.

B.20. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Vendor and any subcontractor of the Vendor may be subject to background checks. If background check information is requested, the Vendor must submit, or cause to be submitted, the required information in a timely manner and the Vendor's access to facilities, data and information may be withheld prior to completion of background verification acceptable to such State, State Entity or Interlocal Entity.

B.21. Confidentiality

The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Vendor for performance of its obligations hereunder. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Vendor utilizes a permitted subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced in section B.38 herein.

No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State Chief Information Officer, the Director of a procuring State Entity or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Chief Information Officer any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

B.22. Unauthorized Obligations

At no time during the performance of this Contract shall the Vendor have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the Products, Vendor shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

B.23. Electronic and Information Technology Accessibility

Vendor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at www.ok.gov/DCS/Central_Purchasing/index.html

or http://www.ok.gov/cio/documents/isd_itas.pdf and Vendor shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the Products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

B.24. Patents and Copyrights

Without exception, the Products prices shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent or copyright.

If a third party claims that any portion of the Products provided by Vendor under the terms of this Contract infringes that party's patent or copyright, the Vendor shall defend the State against the claim at the Vendor's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Vendor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Vendor 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 Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

If such a claim is made or appears likely to be made, the Vendor shall enable the State to legally continue to use, or modify for use, the portion of Products at issue or replace such potential infringing Products with at least a functional non-infringing equivalent. If the Vendor determines that none of these alternatives is reasonably available, the State shall return such portion of the Products at issue to the Vendor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other Products which are rendered materially unusable as intended due to removal of the portion of Products at issue.

Vendor has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Vendor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Vendor; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Vendor as a system or (iv) infringement solely by a non-Vendor product that has not been provided to the State by, through or on behalf of the Vendor as opposed to its combination with products Vendor provides to or develops for the State as a system. THE REMEDIES PROVIDED IN THIS SECTION SHALL BE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE STATE IN THE EVENT OF ANY CLAIM OF INFRINGEMENT WITH RESPECT TO THE PRODUCTS.

B.25. Assignment

Vendor's obligations under a Contract Document may not be assigned or transferred to any other person

or entity without the prior written consent of the State which may be withheld in its sole discretion. Ownership of Products purchased under the terms of this Contract and rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

B.26. Severability

If any provision for this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. 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.

B.27. Section Headings

The headings used in this Contract are for convenience only and do not constitute part of this Contract.

B.28. Failure to Enforce

Failure by either party, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document 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 such party to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

B.29. Conflict of Interest

Vendor must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another State contractor or vendor involved in the development of a Vendor's response to any solicitation resulting in this Contract. Any conflict of interest shall, at the sole discretion of the State, be grounds for termination of project involvement.

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor and the Vendor's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Vendor has an obligation under this Contract. 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.

B.30. Limitation of Liability

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

B.31. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

B.32. Ownership Rights

Any software developed by the Vendor specifically for the State (the "Developed Software") is, except as set forth in section B.32.6 below, 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 Developed Software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Vendor's Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest in the Developed Software, 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 deliverable work product pertaining to the Developed Software including all copyright and proprietary rights relating thereto. With respect to Utilities, the Vendor grants the State, for the agreed upon consideration, a perpetual, irrevocable, royalty-free license to use the Utilities, solely for the internal business use of the State.

Except for any Utilities, all work performed by the Vendor 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, subject, however, to section B.32.6 below.

In the event that it should be determined that any portion of such Developed Software or related supporting documentation does not qualify as "Work Made for Hire", Vendor hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such Developed Software.

Vendor shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Developed Software. If applicable and accurate, Vendor shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that are incurred by the State or Vendor 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 Developed Software source code 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 Vendor.

Notwithstanding any other provision of this section B.32, Vendor may retain a copy of the source code and related documentation for the Developed Software, and the State, for no additional consideration, hereby grants to Vendor a perpetual non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit, and prepare derivative works of any or all Developed Software and related documentation provided, however, that prior to delivering any Developed Software to any third party, the Vendor shall delete data specifically identifying the State. Further, Vendor may license to third parties "Modified Developed Software" (as defined below). "Modified Developed Software" means the Developed Software and documentation (if and as modified by Vendor) without data that specifically identifies the State.

B.33. Source Code Escrow

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a state agency, the Vendor shall have 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. Vendor 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, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

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

B.34. Media Ownership (Disk Drive and/or Memory Chip Ownership)

In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Vendor to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Vendor may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

B.35. High Technology System Performance and Upgrades

If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Vendor shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Vendor does not plan such system upgrades or improvements, the Vendor shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being

provided to the State at no additional charge pursuant to a previous agreement with the Vendor; the Vendor providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Vendor providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

B.36. Publicity

The award of this Contract to Vendor is not in any way an endorsement by the State of Vendor or the Products and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor 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 this Contract without obtaining the prior written approval of the State.

B.37. COTS Software

In the event that Vendor specifies terms and conditions or clauses in an electronic license agreement notice 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.

B.38. Obligations of Permitted Subcontractor

If the Vendor is permitted to utilize subcontractors in support of this Contract, the Vendor shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor in connection with provision of the Products, the Vendor shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior 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.

All payments for Products shall be made directly to the Vendor. No payments shall be made to the Vendor for any services performed pursuant to this Contract by unapproved or disapproved employees of the Vendor or a subcontractor.

B.39. Ordering

Any Product furnished under this Contract shall be ordered by the issuance of a written purchase order or by the use of a valid State purchase card. There is no limit on the number of purchase orders that may be issued or purchase card transactions and delivery to multiple destinations may be required, at no additional cost to the procuring entity. All such issued purchase orders and purchase card transactions

are subject to the terms and conditions of this Contract and other Contract Documents. Any issued purchase order or purchase card transaction dated prior to expiration or termination of this Contract shall be performed.

B.40. Administrative Fee

The Vendor agrees to pay an administrative fee in the sum of two (2%) of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All Products prices shall be inclusive of the administrative fee and any change in the administrative fee shall be incorporated into the price of the Products. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Vendor has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Vendor. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Vendor to the Oklahoma Office of Management and Enterprise Services within thirty (30) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements". The Vendor shall list this Contract number and identify the reporting year and quarter (for example, ITSW1010 4th Qtr 2014) on the check stub of each administrative fee paid hereunder.

The check shall be mailed to:

Oklahoma Office of Management and Enterprise Services
Finance Unit
3812 North Santa Fe, Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

B.41. Contract Usage Reporting Requirements

The Vendor shall submit to the Oklahoma Office of Management and Enterprise Services, Information Services Division, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:

Contract Usage reports identifying, for the applicable quarter, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of Products purchased or licensed by all entities under the terms of this Contract, plus grand totals including but not limited to State Entities and Interlocal Entities.

Item Detail Usage reports identifying, for the applicable quarter, the following information:

- a) Procuring entity
- b) Order date
- c) Order #
- d) Invoice #
- e) Manufacturer #
- f) Manufacturer
- g) Description
- h) Product Category
- i) Standard Configuration #
- j) Quantity
- k) Unit List Price
- l) Unit Contract Price
- m) Extended Price

n) Other contract usage information requested by the State

Reports shall be submitted quarterly regardless of quantity. All usage reports shall be delivered electronically to StatewideContractReports@omes.ok.gov within thirty (30) calendar days of the end of each of the following quarterly reporting periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

Failure to provide usage reports required hereunder may result in a whole or partial cancellation or suspension of this Contract. The Vendor shall notify the contracting officer prior to any delay in providing any usage report.

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B.42. Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing and deemed delivered upon receipt or upon refusal of the intended party to take or accept receipt of the notice. Such notices shall be sent to the respective party at the address set forth below, which may be updated in writing to the other party as necessary:

If sent to the State:

Oklahoma Office of Management and Enterprise Services
Information Services Division
Attention: Bo Reese, Chief Operations and Accountability Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

If sent to Iron Data:

Iron Data Solutions, Inc.
Attention: Brian Combs
801 North Quincy Street , Suite 710
Arlington, Virginia 22203

B.43. Authorized Users

During the term of this Contract, any State Agency or Interlocal Entity may utilize this Contract; provided, however, the State bears no liability for the acts or omissions of an Interlocal Entity and privity of contract with respect to purchases, licenses and performance by such an Interlocal Entity exists solely between the Vendor and such Interlocal Entity. Except as expressly set forth herein, there are no third party beneficiaries of this Contract or any other Contract Document.

B.44. Surviving Provisions

In addition to this provision, Sections A.1; B.8; B.11; B.21; B.24; B.25; B.26; B.27; B.28; B.29; B.30; B.32; B.33; B.34; B.36; B.37; B.38; and B.43 set forth herein survive termination or expiration of this Contract.

C. Signature Block

IN WITNESS WHEREOF, each person executing this Contract below represents that he or she is authorized to enter into this Contract on behalf of such party and each party expressly agrees to the terms and conditions of this Contract.

IRON DATA:

Iron Data Solutions, Inc



10/31/2013

Name and Title:

Date

BRIAN T. COMBS, VP, CONTRACTS & BUSINESS OPERATIONS

STATE:

Office of Enterprise Management Services, Information Services Division,
on behalf of the State of Oklahoma

Alex Pettit, State of Oklahoma Chief Information Officer

Date

C. Signature Block

IN WITNESS WHEREOF, each person executing this Contract below represents that he or she is authorized to enter into this Contract on behalf of such party and each party expressly agrees to the terms and conditions of this Contract.

IRON DATA:

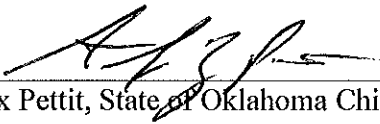
Iron Data Solutions, Inc

Name and Title:

Date

STATE:

Office of Enterprise Management Services, Information Services Division,
on behalf of the State of Oklahoma



Alex Pettit, State of Oklahoma Chief Information Officer

10/31/13

Date

EXHIBIT A

IRON DATA SOFTWARE PRODUCTS	MSRP	Oklahoma Discount %	Description of MSRP	Units	Oklahoma Discounted Price
STAR					
STAR Base License	50,000.00	5%	Iron Data Price	Install	47,500.00
STAR First 1 to 25 users	1,500.00	5%	Iron Data Price	Named User	1,425.00
STAR Next 26 to 50 users	1,250.00	5%	Iron Data Price	Named User	1,187.50
STAR Next 51 to 100 users	1,000.00	5%	Iron Data Price	Named User	950.00
STAR Next 101 and up users	800.00	5%	Iron Data Price	Named User	760.00
STAR:Online					
STAR:Online Base License	50,000.00	5%	Iron Data Price	Install	47,500.00
STAR:Online First 1 to 25 filing types	400.00	5%	Iron Data Price	Filing Type	380.00
STAR:Online Next 26 to 50 filing types	300.00	5%	Iron Data Price	Filing Type	285.00
STAR:Online Next 51 to 100 filing types	200.00	5%	Iron Data Price	Filing Type	190.00
STAR:Online Next 101 and up filing types	100.00	5%	Iron Data Price	Filing Type	95.00
Versa:Regulation					
Versa:Regulation Base License	50,000.00	5%	Iron Data Price	Install	47,500.00
Versa:Regulation First 1 to 25 users	1,500.00	5%	Iron Data Price	Named User	1,425.00
Versa:Regulation Next 26 to 50 users	1,250.00	5%	Iron Data Price	Named User	1,187.50
Versa:Regulation Next 51 to 100 users	1,000.00	5%	Iron Data Price	Named User	950.00
Versa:Regulation Next 101 and up users	800.00	5%	Iron Data Price	Named User	760.00
Versa:Regulation Read-Only User	250.00	5%	Iron Data Price	Named User	237.50
Versa:Online					
Versa:Online Base License	50,000.00	5%	Iron Data Price	Install	47,500.00
Versa:Online First 1 to 25 license types	400.00	5%	Iron Data Price	License Type	380.00
Versa:Online Next 26 to 50 license types	300.00	5%	Iron Data Price	License Type	285.00
Versa:Online Next 51 to 100 license types	200.00	5%	Iron Data Price	License Type	190.00
Versa:Online Next 101 and up license types	100.00	5%	Iron Data Price	License Type	95.00
eLicense					
eLicense Base License	30,000.00	5%	Iron Data Price	Install	28,500.00
eLicense First 1 to 25 users	800.00	5%	Iron Data Price	Named User	760.00
eLicense Next 26 to 50 users	700.00	5%	Iron Data Price	Named User	665.00
eLicense Next 51 to 100 users	600.00	5%	Iron Data Price	Named User	570.00
eLicense Next 101 and up users	500.00	5%	Iron Data Price	Named User	475.00
eLicense:Online					
eLicense Base License	30,000.00	5%	Iron Data Price	Install	28,500.00
eLicense License Types	400.00	5%	Iron Data Price	License Type	380.00
Iron Data Mobile					
Iron Data Mobile Base License	50,000.00	5%	Iron Data Price	Install	47,500.00
Iron Data Mobile Inspector	400.00	5%	Iron Data Price	Inspector	380.00
Intelligent Case Manager (ICM)					
ICM Base License	265,000.00	5%	Iron Data Price	Install	251,750.00
ICM First 1 to 50 users	1,200.00	5%	Iron Data Price	Named User	1,140.00
ICM Next 51 to 100 users	750.00	5%	Iron Data Price	Named User	712.50
ICM Next 101 and up users	400.00	5%	Iron Data Price	Named User	380.00
Maintenance and Support	MSRP	Oklahoma Discount %	Description of MSRP	Units	Oklahoma Discounted Price
STAR					
STAR Base License	15,000.00	5%	Iron Data Price	Install	14,250.00
STAR Named User Maintenance	350.00	5%	Iron Data Price	Named User	332.50
STAR:Online					
STAR:Online Base License	15,000.00	5%	Iron Data Price	Install	14,250.00
STAR:Online Filing Type Maintenance	400.00	5%	Iron Data Price	Filing Type	380.00
Versa:Regulation					
Versa:Regulation Base Maintenance	15,000.00	5%	Iron Data Price	Install	14,250.00
Versa:Regulation Named User Maintenance	350.00	5%	Iron Data Price	Named User	332.50
Versa:Regulation Read-Only User Maintenance	100.00	5%	Iron Data Price	Named User	95.00
Versa:Online					
Versa:Online Base Maintenance	15,000.00	5%	Iron Data Price	Install	14,250.00
Versa:Online License Type Maintenance	400.00	5%	Iron Data Price	Internet Service Unit	380.00
eLicense					
eLicense Base Maintenance	15,000.00	5%	Iron Data Price	Install	14,250.00

EXHIBIT A

IRON DATA SOFTWARE PRODUCTS	MSRP	Oklahoma Discount %	Description of MSRP	Units	Oklahoma Discounted Price
eLicense Named User Maintenance	350.00	5%	Iron Data Price	Named User	332.50
eLicense					
eLicense Base Maintenance	15,000.00	5%	Iron Data Price	Install	14,250.00
eLicense License Type Maintenance	400.00	5%	Iron Data Price	Internet Service Unit	380.00
Iron Data Mobile					
Iron Data Mobile Base Maintenance	15,000.00	5%	Iron Data Price	Install	14,250.00
Iron Data Mobile Inspector Maintenance	200.00	5%	Iron Data Price	Inspector	190.00
Intelligent Case Manager (ICM)					
ICM Base Maintenance	50,000.00	5%	Iron Data Price	Install	47,500.00
ICM First 1 to 50 users	300.00	5%	Iron Data Price	Named User	285.00
ICM Next 51 to 100 users	150.00	5%	Iron Data Price	Named User	142.50
ICM Next 101 and up users	100.00	5%	Iron Data Price	Named User	95.00
IMPLEMENTATION SERVICES	MSRP	Oklahoma Discount %	Description of MSRP	Units	Oklahoma Discounted Price
Subject Matter Expert	1,600.00	5%	Iron Data Price	Daily Rate	1,520.00
Project Management	1,500.00	5%	Iron Data Price	Daily Rate	1,425.00
Database Administrator	1,500.00	5%	Iron Data Price	Daily Rate	1,425.00
Configuration Specialist / Business Analyst	1,400.00	5%	Iron Data Price	Daily Rate	1,330.00
Trainer	1,400.00	5%	Iron Data Price	Daily Rate	1,330.00
Conversion Specialist	1,400.00	5%	Iron Data Price	Daily Rate	1,330.00
Programmer / Developer	1,400.00	5%	Iron Data Price	Daily Rate	1,330.00
Optional Customer Services					
Virtual DBA / System Administrator (hourly services)	175.00	5%	Iron Data Price	Hourly Rate	166.25
Trainer (daily rate)	1,400.00	5%	Iron Data Price	Daily Rate	1,330.00

- All prices quoted in US Dollars.
- Prices do not include discounts specific to unique agency requirements, volume, customizations, or special circumstances.
- Customizations to Iron Data Software will be priced in the Project Change Request documentation and subject to Licensee approval. Customizations proposed will also indicate the annual maintenance fee applicable to each customization at 14% of the cost of the development to take advantage of software updates that are periodically distributed and new products as they may be developed; provided, however, the Licensee shall not be required to purchase such maintenance as a condition of obtaining a customization. Annual maintenance fees applicable to all new customizations will be payable in advance on annual basis commencing at the conclusion of the applicable software warranty period and then for each year thereafter.
- Total license fees will be billed upon delivery of software at commencement of implementation project.
- Annual maintenance fees are billable in advance annually. The first annual maintenance fee is payable at the conclusion of the applicable software warranty period and thereafter every 12 months after the first anniversary. Iron Data will provide an updated annual maintenance fee schedule not less than 60 days prior to it taking effect.
- Public Users are defined as any user not a part of the Licensee's work force. Licensee's work force includes the workforce of related stakeholders such as other government agencies/departments or industry partners. Non-public users have unlimited use of the Iron Data system provided they have a paid up license for the base system.
- Customizations may require additional development work that is not included in the annual maintenance services in order to take advantage of software updates that are periodically distributed and new products as they may be developed.

EXHIBIT B TO STATEWIDE CONTRACT

LICENSE AGREEMENT

This Software License Agreement ("License Agreement") is effective this _____ day of _____, 2013, and entered into between the following parties:

Iron Data Solutions, Inc. ("Iron Data")
3400 Players Club Parkway, Suite 300
Memphis, TN 38125

and the State of Oklahoma ("Licensee")

WHEREAS:

- a) Licensee wishes to acquire and Iron Data wishes to grant a non-exclusive license to use those items of Iron Data Software (as hereinafter defined in Section 3) agreed in writing to be so licensed by the parties (as further hereinafter defined in Section 3, the "Licensed Software") in accordance with the terms of the governing Statewide Contract ITSW1017 (the "Statewide Contract") and of this License Agreement, which is incorporated in and made a part of the Statewide Contract, it being understood that the Licensed Software so licensed, and the price therefor, shall be set forth in a Contract Document (as defined in the Statewide Contract) executed by both parties; and
- b) Licensee agrees that the Licensed Software including all computer programs, system design, user guides, and other associated documentation regardless of media format and all subsequent enhancements and modifications to the computer programs and other material is a proprietary and confidential product of Iron Data, subject, however, to Section 1 hereof; and
- c) Licensee agrees that Iron Data employs the Iron Data Software in providing consulting services and software systems implementation to a wide variety of clients and may in the future use it to provide services similar to those covered in this License Agreement to other clients; and
- d) Licensee understands and accepts that compatible computer hardware, operating systems, telecommunications and technical expertise are required to use the Licensed Software and that Iron Data does not provide these under this License Agreement. It is the Licensee's responsibility to acquire, install and operate their computer facilities.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual and other covenants, agreements, undertakings and assurances contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Iron Data and Licensee covenant and agree as follows:

1. License

Iron Data grants to Licensee a perpetual, non-exclusive, non-transferable and non-assignable license to use the Licensed Software exclusively for Licensee's own internal use as more particularly defined in paragraphs 4 and 5 below. Ownership of the Licensed Software and all associated materials including enhancements and modifications, remains with Iron Data, subject, however, to section B.32 of the Statewide Contract.

2. Term

Subject to Licensee paying the applicable license fees hereunder, the license granted by Iron Data to Licensee under Section 1 shall be perpetual; it being understood that, if Licensee fails to pay such license fees or if Licensee otherwise breaches any of its obligations hereunder, Iron Data may terminate such license if Licensee does not cure such failure or breach within 30 days after receiving written notice thereof from Iron Data. The maintenance obligations of Iron Data shall be on a year-to-year basis in accordance with Schedule C hereof.

3. Iron Data Software/Licensed Software Description and Definitions

"Iron Data Software" means Iron Data's suite of proprietary software products developed for use by regulatory agencies, associations and others and as specifically identified in the Statewide Contract, available for license from Iron Data to Licensee, and includes the Licensed Software.

"Licensed Software" means the specific items of Iron Data Software which the parties, through a Contract Document executed by both parties, agree shall be licensed by Iron Data to Licensee. Iron Data Software not so specifically licensed shall not be included as part of the Licensed Software.

The Iron Data Software shall include all or any part of the data processing programs embodied in Iron Data's products including any related material such as system summaries, system design, program logic, program listing, data models, user guides, installation guides, training material, project tasks and other associated documentation whether in document, machine readable format or otherwise as well as any third party software products that may be incorporated under license into the Iron Data proprietary software products.

From time to time certain Iron Data Software products may utilize open source software programs. These programs are delivered to Licensee with the Iron Data Software in unmodified executable form and are accessed only at Iron Data Software run-time via published open standard API's. The warranty on the Licensed Software provided by Iron Data is as described in this License Agreement.

The open source license agreement entitles Licensee to the underlying source code for all open source programs included with the Licensed Software. Licensee may obtain this source code by contacting Iron Data and requesting the URL locator to download the source code in which case Licensee will be bound by the terms of the applicable license agreement.

Licensee is however prohibited from independently incorporating any open source programs not provided by Iron Data, whether modified or unmodified, into the Iron Data Software.

Any act by the State which seeks to modify the Iron Data Software in any way or to use it in violation of the terms of this License Agreement, without the prior written consent of Iron Data, which will not be unreasonably withheld, shall be deemed a material breach of this License Agreement and if the license granted herein is terminated due to Licensee's failure to cure such material breach within 30 days after receipt of written notice thereof from Iron Data, no refunds of money paid will be made. Except for liability to third parties incurred by Iron Data and to the extent such liability is caused by such breach by Licensee, such termination without refund shall be Iron Data's exclusive remedy in the case of such breach.

This license granted under Section 2 hereof authorizes Licensee to use the Licensed Software in object form on Licensee's own computer system and in conjunction therewith, to store the Licensed Software in, transmit through or display on units associated with such computer system. The term "use" shall include copying any portion of the Licensed Software into a computer or transmitting them to a computer for processing of the instructions or statements in the Licensed Software.

Licensee shall be deemed to have accepted the Licensed Software upon the earlier of written acceptance to Iron Data or commencing use of the Licensed Software in production.

4. Limitations on Licensee's Use

The Licensee may use the Licensed Software only for Licensee's internal business needs for the limited number of users (the "Authorized Users") agreed upon in writing by the parties, at Licensee's current sites, or any future business address of Licensee upon provision of written notification of change of address to Iron Data. The Licensee may not use the Licensed Software as part of a commercial time-sharing operation whether for fee or without fee. No one other than Authorized Users may use the Licensed Software; it being understood, however that, if an Authorized User is permanently removed as a user of the Licensed Software, then another State employee may replace such removed user as an Authorized User. No more frequently than once during any 12-month period, Iron Data shall have the right, at its expense, to audit and verify that Licensee has properly limited the use of the Licensed Software to Authorized Users. On each occasion that Iron Data wishes to perform such audit and verification, it shall provide written notice thereof no less than 30 days prior to commencement thereof, and Licensee shall provide, at no charge to Iron Data, such documents and other information necessary for Iron Data to conduct such audit and verification. Any access to Licensee's location shall occur at reasonable business hours and shall not cause a disruption of Licensee's business. No refunds are applicable in the event the number of actual users is less than the number of Authorized Users.

5. Fees

License and maintenance fees payable by Licensee shall be determined in accordance with Exhibit A of the Statewide Contract; it being the responsibility of Licensee to certify in writing to Iron Data the number of such users, and Licensee is prohibited from allowing more than such number of users to use the Licensed Software until Licensee notifies Iron Data in writing the number of such increased users and pays Iron Data the applicable license fees therefor; it being understood, however, that Licensee shall not be entitled to any refund of license fees if the number of users decreases. The license, maintenance and service rates do

not include local, state, sales, use, excise, personal property or other similar taxes or duties, and any such taxes shall be borne by the Licensee except to the extent that the Licensee may be exempt from taxation. Taxes based on the net income of Iron Data shall be borne by Iron Data.

6. Warranty

Iron Data warrants that it has full right, power and authority to grant the license to the Licensed Software herein granted.

Licensee shall reproduce and include Iron Data's proprietary rights notice on any copies in whole or part of the Licensed Software.

Iron Data warrants that, for a limited period of ninety (90) days after first productive use of the specific product, it will at no cost to the Licensee, make any correction of programming errors necessary for the Licensed Software to conform to specifications provided that the Licensed Software is properly installed on approved computer equipment and operating systems and operated according to good operating standards. If a specific product is implemented in phases under the terms of one or more Work Orders, the warranty period of each phase will begin when such phase is completed and the deliverables placed into production pursuant to the applicable Work Order.

Iron Data does not warrant that all the functions contained in the Licensed Software will operate in all the combinations that Licensee may select, or that the Licensed Software will be error free, or that the operation will not be interrupted by reason of defect therein.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Licensee accepts responsibility for the selection of the Licensed Software, its use and the results obtained therefrom to the extent such results are not included in a Work Order between the parties. It shall also be the responsibility of the Licensee to facilitate the timely installation, configuration and testing of the Licensed Software and all updates and modifications thereto to the extent not included in a Work Order between the parties. Licensee shall provide appropriately qualified and trained personnel to meet their implementation and on-going operating responsibilities. Licensee shall also be responsible for the proper implementation of all computer equipment and operating systems, security measures and system controls including additional controls that are required when allowing payments over internet facilities.

If the Licensed Software does not perform as warranted during the warranty period and Licensee advised Iron Data in writing of such defective performance during the warranty period or as soon as reasonably practicable after discovery thereof during the warranty period, not to exceed five (5) business days after the warranty period ends, then Iron Data, at its cost, shall utilize commercially reasonable efforts to correct such defective performance.

7. Confidentiality and Security of the Licensed Software

Licensee will use all reasonable precautions and take all necessary steps to prevent the Licensed Software from being acquired by unauthorized persons. Licensee will take appropriate action by instruction, agreement, or otherwise, with any persons permitted access to the Licensed Software so as to enable Licensee to satisfy its obligations under this License Agreement. Licensee will not create, or attempt to create, or permit or help others to create, the source code from the Licensed Software. Licensee shall not provide or otherwise make the Licensed Software available to any third party without written permission from Iron Data, which will not be unreasonably withheld. This includes without limitation, flow charts, logic diagrams, data schemas, screen presentation, user manuals, or computer instructions in any form. Licensee will take all commercially reasonable steps to prevent the Licensed Software from falling into the public domain as a result of Licensee's actions. If Licensee becomes aware that Licensee's actions have caused any misappropriation of the Licensed Software or third parties improperly using the Licensed Software then Licensee shall promptly notify Iron Data of the circumstance.

The Licensed Software and every portion thereof constitute confidential information and processes that are valuable trade secrets and proprietary information of Iron Data and the Licensed Software shall only be used by and for the Licensee in accordance with this License Agreement and only while licensed hereunder.

8. Iron Data Software Maintenance & Support

Maintenance and support services for the Licensed Software will be provided according to the scope and terms and conditions set forth in a separate written Maintenance Agreement executed by both parties.

9. Services

In connection with Licensee's license and use of the Licensed Software, Licensee may wish to engage Iron Data to perform services (the "Other Services") such as enhancements, customization, implementation, conversion, and training, but which exclude Maintenance Services (as defined in a separate Maintenance Agreement). Terms related to such services shall be specifically set forth and mutually agreed to in a Statement of Work or other similar Contract Document. Additional services related to any such project shall be through the Iron Data Project Change Request procedure and be evidenced by an Amendment. Unless otherwise agreed upon in writing by the parties, Iron Data agrees to provide these services and Licensee agrees to accept these services subject to the "Other Services Terms and Conditions set forth at Exhibit D to the Statewide Contract.

10. Limitations of Liability

To the extent any limitation of liability contained herein 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.

IRON DATA'S ENTIRE LIABILITY TO THE LICENSEE FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES OR EXPENSES FROM ANY CAUSE WHATSOEVER

AND HOWSOEVER (INCLUDING BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OF OTHER TORT, BREACH OF WARRANTY OR OTHERWISE) ARISING UNDER THIS LICENSE AGREEMENT WILL BE LIMITED TO THE DIRECT DAMAGES PROVEN, BUT WILL IN NO EVENT EXCEED, IN THE AGGREGATE (REGARDLESS OF THE NUMBER OF CLAIMS) THE GREATER OF THE AMOUNT OF REVENUE RECEIVED BY IRON DATA FROM A PROCURING ENTITY IN CONNECTION WITH A PROJECT OR THE TOTAL VALUE OF SUCH PROJECT.

NOTWITHSTANDING ANY OTHER PROVISION IN THE STATEWIDE CONTRACT OR HEREIN, IN NO EVENT (EVEN SHOULD THE REMEDIES SET FORTH IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY THEREOF) SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OR INTERRUPTION OF OPERATIONS, IRRESPECTIVE OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR OTHERWISE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT PERTAIN TO, CHANGE, LIMIT OR OTHERWISE AFFECT LICENSEE'S OBLIGATIONS TO PAY FEES AND ALL OTHER AMOUNTS AND CHARGES PAYABLE BY LICENSEE UNDER THE CONTRACT DOCUMENTS.

11. Assignment

Licensee's rights under this License Agreement to the Licensed Software shall not be assigned, licensed or otherwise transferred without prior written approval of Iron Data, which will not be unreasonably withheld.

12. Termination

Within thirty days after the date of termination of this License Agreement, Licensee shall, upon request, furnish Iron Data a statement in writing certifying that the original and all copies of the Licensed Software have been returned to Iron Data and that no copies or embodiments of the Licensed Software have been retained by the Licensee or any third party to which Licensee provided the Licensed Software.

13. General

Neither party shall be responsible for delay or failure in performance due solely to acts beyond the control of such party, including but not be limited to, act of God, act of war, riot, epidemic, fire, flood or other natural disaster, an act of government, strike or lockout, or of non-Licensed Software provided by a third party or Licensee without Iron Data's written consent.

The provisions of Sections 6, 7 and 10 shall survive termination of this License Agreement.

This License Agreement (along with other Contract Documents) constitutes the entire and integrated agreement between the parties, and supersedes any prior or contemporaneous agreements, understandings or contracts regarding the subject matter hereof. This License

Agreement may be amended only by written instrument executed by Iron Data and Licensee.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be signed by their duly authorized representatives:

Licensee: **The State of Oklahoma**

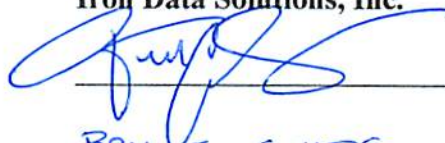
Signature: _____

Print Name: _____

Title: _____

Date: _____

Iron Data Solutions, Inc.



BRIAN T. COMBS

VP, CONTRACTS & BUSINESS OPS.


10-31-2013

Agreement may be amended only by written instrument executed by Iron Data and Licensee.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be signed by their duly authorized representatives:

Licensee: **The State of Oklahoma**

Iron Data Solutions, Inc.

Signature: 

Print Name: Alex Z. Pettit

Title: Chief Information Officer

Date: 10/31/13

EXHIBIT C TO STATEWIDE CONTRACT

MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Maintenance Agreement") is effective this _____ day of _____, 2013, and entered into between the following parties:

Iron Data Solutions, Inc. ("Iron Data")
3400 Players Club Parkway, Suite 300
Memphis, TN 38125

and the State of Oklahoma ("Licensee")

WHEREAS:

- a) Licensee, through a separate License Agreement (the "License Agreement"), has acquired from Iron Data a grant of a certain non-exclusive license (the "Software License") to use certain Licensed Software (as defined in the License Agreement) in accordance with the terms of the governing Statewide Contract ITSW1017 (the "Statewide Contract") and the License Agreement; and
- b) Licensee, wishes to obtain from Iron Data, and Iron Data wishes to provide to Licensee, certain maintenance services (the "Maintenance Services") with respect to the Licensed Software in accordance with the terms of the governing Statewide Contract ITSW1017 (the "Statewide Contract") and of this Maintenance Agreement, which is incorporated in and made a part of the Statewide Contract.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the mutual and other covenants, agreements, undertakings and assurances contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Iron Data and Licensee covenant and agree as follows:

1. Annual Maintenance Services

Iron Data will provide Annual Maintenance services (the "Maintenance Services") for the Licensed Software provided that the License Agreement and this Maintenance Agreement are in good standing and all license fees and annual maintenance fees are paid when due. Maintenance fees are payable in accordance with Exhibit A of the Statewide Contract.

Maintenance Services shall consist of the following:

- a) Telephone support during normal business hours regarding function and use of Iron Data Software;
- b) Analysis and correction of reported software malfunctions; and
- c) Software updates to the Iron Data Software as released from time to time by Iron Data.

Licensee is responsible to assist Iron Data in resolving software malfunctions by providing information and evidence of the malfunction and having appropriately qualified personnel available to answer questions and perform remedial functions. Iron Data is not responsible for correcting operational or infrastructure issues.

No works for hire are created under this Maintenance Agreement.

2. Licensee Responsibilities

Licensee is responsible to exercise good operating practices using approved infrastructure and appropriately trained and supervised personnel. An effective and reliable back up schedule and process must be in place. Licensee is responsible for implementing appropriate security and control procedures of Licensee's operating environment. Iron Data is not responsible for lost or corrupted data under any circumstances unless solely and directly caused by the negligence of Iron Data.

3. Maintenance Procedures

In order to promote the efficient use of the Licensed Software the following procedures shall apply:

- It is the responsibility of Licensee to follow Iron Data's help desk process which are in writing and furnished to Licensee.
- Licensee will designate staff as Licensed Software coordinators who will first attempt to resolve any issue that arises. Only these authorized Licensed Software coordinators may originate a help desk ticket to Iron Data;
- Licensee will use prudence in assigning priority levels of help desk tickets and be available for consultation with Iron Data representatives assigned to resolve the ticket.
- Maintenance Services shall only be provided on unmodified versions of the Licensed Software operating on Iron Data supported versions of hardware, database and operating systems.

4. Annual Maintenance Fee

Annual Maintenance fees shall be as set out in Exhibit A to Statewide Contract. If additional Authorized Users (as defined in Section 4 of the License Agreement) are added to use the Licensed Software, Iron Data will bill and Licensee shall pay additional Annual Maintenance Fees on a prorated basis, in accordance with Exhibit A to the Statewide Contract. No refunds are applicable in the event the actual number of users is less than the number of Authorized Users.

Licensee agrees to allow Iron Data reasonable access to Licensee's appropriate documentation in order to confirm user counts provided Iron Data requests such access reasonably well in advance and such access and confirmation process occurs at reasonable business hours and does not cause disruption of Licensee's business. Any such confirmation process shall occur as part of Iron Data's Authorized User audit, as set forth in the License Agreement. In the event of cancellation of Maintenance Services by Licensee for a reason that is not based on uncured default of Iron Data, no refunds of Annual Maintenance fees will apply.

5. Other Maintenance Services

Maintenance Services do not include the following items, but Iron Data will provide such services on the basis of its Change Control process and may be provided on a time and materials basis or a fixed fee basis:

- Changes to set-up or configuration.
- Database administration services.
- Infrastructure support.
- Licensee staff training.
- Implementation, conversion or acceptance testing of software updates.
- Operations support.
- New employee training.
- Enhancements or customizations to the Licensed Software.

6. Warranty

- a. For a period of ninety (90) days after Iron Data performs Maintenance Services hereunder, Iron Data warrants that such Maintenance Services shall have been performed in accordance with applicable generally accepted practices. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS BY OPERATION OF LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. If Licensee advises Iron Data in writing, during the warranty period or as soon as reasonably practicable after discovery thereof during the warranty period, not to exceed five (5) business days after the warranty period ends, that an item of Maintenance Services was not performed in accordance with the express warranty set forth in Section 6.a., then Iron Data shall, at no charge to and at the option of Licensee, either re-perform such Services in accordance with such warranty or Iron Data shall refund to Licensee a pro rata portion of the Annual Maintenance fees which pertains to such item of Maintenance Services which were not performed in accordance with such express warranty. THIS REMEDY IS THE EXCLUSIVE REMEDY OF LICENSEE, AND IS IN LIEU OF AND EXCLUDES ALL OTHER REMEDIES WHICH MAY OTHERWISE BE AVAILABLE TO LICENSEE AT LAW (INCLUDING WITHOUT LIMITATION RECOVERY OF DAMAGES OF ANY NATURE) OR EQUITY, IRRESPECTIVE OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR OTHERWISE.

7. Limitation of Liability

To the extent any limitation of liability contained herein 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.

NOTWITHSTANDING ANY OTHER PROVISION IN THE STATEWIDE CONTRACT OR HEREIN, IN NO EVENT (EVEN SHOULD THE REMEDY SET FORTH IN THIS MAINTENANCE AGREEMENT FAIL OF ITS ESSENTIAL PURPOSE AND EVEN IF

EITHER PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY THEREOF) SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OR INTERRUPTION OF OPERATIONS, IRRESPECTIVE OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR OTHERWISE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT PERTAIN TO, CHANGE, LIMIT OR OTHERWISE AFFECT LICENSEE'S OBLIGATIONS TO PAY FEES AND ALL OTHER AMOUNTS AND CHARGES PAYABLE BY LICENSEE UNDER THE CONTRACT DOCUMENTS.

8. Assignment

Licensee's rights under this Maintenance Agreement to receive the Maintenance Services shall not be assigned, licensed or otherwise transferred without prior written approval of Iron Data, which will not be unreasonably withheld.

9. General

Neither party shall be responsible for delay or failure in performance due solely to acts beyond the control of such party, including but not be limited to, act of God, act of war, riot, epidemic, fire, flood or other natural disaster, an act of government, strike or lockout, or of non-Licensed Software or non-Iron Data services provided by a third party or Licensee without Iron Data's written consent.

The provisions of Sections 6 and 7 shall survive termination of this Agreement.

This Maintenance Agreement (along with other Contract Documents) constitutes the entire and integrated agreement between the parties, and supersedes any prior or contemporaneous agreements, understandings or contracts regarding the subject matter hereof. This Maintenance Agreement may be amended only by written instrument executed by Iron Data and Licensee.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement to be signed by their duly authorized representatives:

Licensee: **The State of Oklahoma**

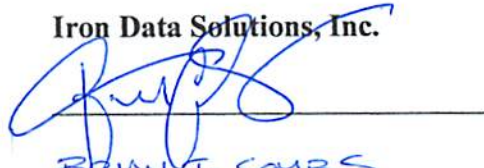
Signature: _____

Print Name: _____

Title: _____

Date: _____

Iron Data Solutions, Inc.



BRIAN T. COMBS

VP, CONTRACTS & BUSINESS OPS.

10 | 31 | 2013

EITHER PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY THEREOF) SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OR INTERRUPTION OF OPERATIONS, IRRESPECTIVE OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR OTHERWISE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT PERTAIN TO, CHANGE, LIMIT OR OTHERWISE AFFECT LICENSEE'S OBLIGATIONS TO PAY FEES AND ALL OTHER AMOUNTS AND CHARGES PAYABLE BY LICENSEE UNDER THE CONTRACT DOCUMENTS.

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The provisions of Sections 6 and 7 shall survive termination of this Agreement.

This Maintenance Agreement (along with other Contract Documents) constitutes the entire and integrated agreement between the parties, and supersedes any prior or contemporaneous agreements, understandings or contracts regarding the subject matter hereof. This Maintenance Agreement may be amended only by written instrument executed by Iron Data and Licensee.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement to be signed by their duly authorized representatives:

Licensee: The State of Oklahoma

Iron Data Solutions, Inc.

Signature: 

Print Name: Alex Z. Pettit

Title: Chief Information Officer

Date: 10/31/13

EXHIBIT D TO STATEWIDE CONTRACT

OTHER SERVICES TERMS AND CONDTIONS

Vendor and the State have entered into Statewide Contract ITSW1017 (the "Statewide Contract"), a certain License Agreement (the "License Agreement") under which Licensed Software (as defined in the License Agreement) is licensed by Vendor to the State and a certain Maintenance Agreement under which Maintenance Services (as defined in the Maintenance Agreement) are to be provided by Vendor to the State. Pursuant to Section 9 of the License Agreement, "Other Services" may be provided by Vendor. Unless otherwise agreed to in writing by the parties, the following terms and conditions shall be applicable to such Other Services.

1. Warranty

- a. For a period of ninety (90) days after Vendor performs Other Services hereunder, Vendor warrants that such Other Services shall have been performed in accordance with applicable generally accepted practices. THIS WARRANTY IS IN LIEU AND EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS BY OPERATION OF LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. If the State advises Vendor in writing, during the warranty period or as soon as reasonably practicable after discovery thereof during the warranty period, not to exceed five (5) business days after the warranty period ends, that an item of Other Services was not performed in accordance with the express warranty set forth in Section 1.a., then Vendor shall, at no charge to and at the option of the State, either re-perform such Other Services in accordance with such warranty or Vendor shall refund to the State a pro rata portion of the fees which pertains to such item of Other Services which were not performed in accordance with such express warranty. THIS REMEDY IS THE EXCLUSIVE REMEDY OF THE STATE, AND IS IN LIEU OF AND EXCLUDES ALL OTHER REMEDIES WHICH MAY OTHERWISE BE AVAILABLE TO THE STATE AT LAW (INCLUDING WITHOUT LIMITATION RECOVERY OF DAMAGES OF ANY NATURE) OR EQUITY, IRRESPECTIVE OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR OTHERWISE.

2. Limitation of Liability

To the extent any limitation of liability contained herein 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.

NOTWITHSTANDING ANY OTHER PROVISION IN THE STATEWIDE CONTRACT OR HEREIN, IN NO EVENT (EVEN SHOULD THE REMEDY SET FORTH IN THIS AGREEMENT FAIL OF ITS ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY THEREOF) SHALL EITHER PARTY BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT,

CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFIT, OR LOSS OR INTERRUPTION OF OPERATIONS, IRRESPECTIVE OF WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY OR OTHERWISE; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT PERTAIN TO, CHANGE, LIMIT OR OTHERWISE AFFECT THE STATE'S OBLIGATIONS TO PAY FEES AND ALL OTHER AMOUNTS AND CHARGES PAYABLE BY ANY STATE ENTITY UNDER THE CONTRACT DOCUMENTS.

3. Assignment

The State's rights under this Agreement to receive the Other Services shall not be assigned, licensed or otherwise transferred without prior written approval of Vendor, which will not be unreasonably withheld.

4. General

Neither party shall be responsible for delay or failure in performance due solely to acts beyond the control of such party, including but not be limited to, act of God, act of war, riot, epidemic, fire, flood or other natural disaster, an act of government, strike or lockout, or of non-Licensed Software or non-Vendor services provided by a third party or the State without Vendor's written consent.