



OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES  
INFORMATION SERVICES

SECOND AMENDMENT TO OKLAHOMA NASPO  
VALUEPOINT MASTER AGREEMENT NO: OK-MA-145-010

This Second Amendment (the "Amendment") to the NASPO ValuePoint Master Agreement is made this 1st day of February, 2019, between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and WatchGuard, Inc. ("Contractor" or "Vendor"). This First Amendment supplements and amends the Oklahoma NASPO ValuePoint Master Agreement No: OK-MA-145-010 entered into between the parties effective 01/17/2017, including all supplements and amendments thereto ("Master Agreement"). Unless otherwise indicated herein, capitalized terms used in this Amendment without definition shall have the respective meanings specified in the Master Agreement.

This Amendment incorporates herein by reference the following attachment:

- 1) Attachment A – Cloud and Hybrid Storage SLAs

**SIGNATURES**

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

**State:** Oklahoma

**Vendor:** WatchGuard, Inc.

**Authorized Signature**

Ferris Barger

**Printed Name**

State Purchasing Director

**Title**

01/31/2019

**Date**

**Authorized Signature**

Troy Montgomery

**Printed Name**

Vice President of Sales

**Title**

1/31/19

**Date**

Attachment A  
Amendment to the Participating Addendum  
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM  
Public Safety Video Equipment  
Administered by the State of Oklahoma  
Master Agreement No: OK-MA-145-010  
WatchGuard, Inc. and

State of Oklahoma by and through the Office of Management and Enterprise Services

The **Cloud Storage Services Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **WatchGuard, Inc.** or discussed by the parties.



Agreement No. [●]

This Attachment and Exhibits herein are part of the Second Amendment to the Master Agreement (the "**Master Agreement**" and the "**Services**") between WatchGuard, Inc. ("**Company**" "**us**" "**Provider**" or "**we**") and the State of Oklahoma by and through the Office of Management and Enterprise Services ("**Lead State**"). Capitalized terms used but not defined herein have the meaning given to them in the Master Agreement.

**CLOUD STORAGE SERVICES AGREEMENT**

This Services Agreement (this "**Agreement**"), effective as of \_\_\_\_\_, 2019 (the "**Effective Date**"), is by and between WatchGuard, Inc., a Delaware corporation with offices located at 415 Century Parkway, Allen, TX 75013 ("**Provider**", "**we**" or "**us**") and \_\_\_\_\_ ("**Customer**" or "**you**" or "**State**").

**WHEREAS**, Provider provides access to cloud-based data storage services to its customers;

**WHEREAS**, Customer desires to access the services described herein, and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"**Access Credentials**" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms

“controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise/ownership of more than 50% of the voting securities of a Person.

“**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Customer**” is interchangeable with, and has the same meaning as, “Participating Entity,” and means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

“**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

“**Customer Failure**” has the meaning set forth in Section 4.2.

“**Customer Indemnitee**” has the meaning set forth in Section 12.1.

“**Customer Systems**” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

“**Disclosing Party**” has the meaning set forth in Section 9.1.

“**Documentation**” means any manuals, instructions, or other documents or materials that the Provider provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or Provider Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

“**Downtime**” has the meaning set forth in Exhibit B.

“**Fees**” has the meaning set forth in Section 8.1.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby, or (b) prevent Customer or any Authorized User from accessing or using the Services or Provider Systems as intended by this Agreement. Harmful Code does not include any Provider Disabling Device.

“**Initial Term**” has the meaning set forth in Section 14.1.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection,

or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

**"Losses"** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**"Microsoft"** means Microsoft Corporation, which operates the Azure data centers within which the Customer Data is stored.

**"Monthly Uptime Percentage"** has the meaning set forth in Exhibit B.

**"Permitted Use"** means any use of the Services by an Authorized User for the benefit of Customer in the ordinary course of its internal business operations.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

**"Process"** means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **"Processing"** and **"Processed"** have correlative meanings.

**"Provider Disabling Device"** means any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

**"Provider Materials"** means the Services, Documentation, and Provider Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Provider or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Provider Systems. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

**"Provider Personnel"** means all individuals involved in the performance of Services as employees, agents, or independent contractors of Provider or any Subcontractor.

**"Provider Systems"** means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

**"Receiving Party"** has the meaning set forth in Section 9.1.

**"Renewal Term"** has the meaning set forth in Section 14.2.

**"Representatives"** means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

**"Resultant Data"** means data and information related to Customer's use of the Services and/or information compiled from Customer Data that is used by Provider in an aggregate and anonymized manner, for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or Customer-requested maintenance, repairs, analytical or diagnostic services related to the Services, Provider Systems or Customer Data; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement, Service Level performance metrics, or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.

**"Service Credit"** has the meaning set forth in Exhibit B.

**"Service Level"** has the meaning set forth in Exhibit B.

**"Services"** means the cloud-based data storage services described in Exhibit A.

**"Subcontractor"** has the meaning set forth in Section 2.7.

**"Support Services"** has the meaning set forth in Section 5.4.

**"Term"** has the meaning set forth in Section 14.2.

**"Third-Party Materials"** means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Services that are not proprietary to Provider.

## 2. Services.

2.1 Access and Use. Subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, non-transferable (except in compliance with Section 15.8)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to your internal use. We will provide you with Access Credentials as of the Effective Date.

2.2 Documentation License. We hereby grant you a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 15.8) license to use the Documentation during the Term solely for your internal business purposes in connection with its use of the Services.

2.3 Service and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

(a) We have and will retain sole control over the operation, provision, maintenance, and management of the Provider Materials; and

(b) You have and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Provider Materials by any Person by or through the Customer Systems or any other means controlled by you or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or us; (ii) results obtained from any use of the Services or Provider Materials; and (iii) conclusions, decisions, or actions based on such use.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license

under) any Intellectual Property Rights in or relating to, the Services, Provider Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services, the Provider Materials, and the Third-Party Materials are and will remain with us and the respective rights holders in the Third-Party Materials.

2.5 Service Management. Each party shall, throughout the Term, maintain within its organization a service manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each service manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.

2.6 Changes. (a) Changes to the Services. We reserve the right, in our sole discretion, to make any changes to the Services and Provider Materials, with advanced and mutually agreed upon notice, that we deem necessary or useful to: (1) maintain or enhance (i) the quality or delivery of our services to our customers, or (iii) the Services' performance; or (2) to comply with applicable Law. We will notify you of any material change to the Services or Provider Materials.

2.7 Subcontractors. If the Provider is permitted to utilize subcontractors in support of this Contract, the Provider 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 Provider in connection with provision of the products, the Provider shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Provider. Such approval is within the sole discretion of the State. As part of the approval request, the Provider shall provide a copy of a written agreement executed by the Provider and subcontractor setting forth that such potential 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 Provider under the terms of all applicable Contract Documents. Provider 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.

2.8 Suspension or Termination of Services. We may, directly or indirectly, and by use of a Provider Disabling Device or any other lawful means, suspend, terminate, or otherwise deny your, any Authorized User's, or any other Person's access to or use of all or any part of the Services or Provider Materials, without incurring any resulting obligation or liability, if: (a) we receive a judicial or other governmental demand or order, subpoena, or law enforcement request that requires us to do so; or (b) after providing notice and opportunity to cure, we reasonably believe that: (i) you or any Authorized User are, have been involved in any fraudulent or unlawful activities relating to or in connection with any of the Services; or (ii) this Agreement expires or is terminated. This Section 2.8 does not limit any of our other rights or remedies, whether at law, in equity, or under this Agreement. During any period of suspension, termination, or denial of access, provider agrees not to charge Customer.

### 3. Use Restrictions; Service Usage and Data Storage.

3.1 Use Restrictions. You shall not, and shall not permit any other Person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, you shall not, except as this Agreement expressly permits:

- (a) copy, modify, or create derivative works or improvements of the Services or Provider Materials;

- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Provider Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software-as-a-service, cloud, or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Services or Provider Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Services or Provider Materials or access or use the Services or Provider Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Services or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services, Provider Systems, or Provider's provision of services to any third party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, , Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Services or Provider Materials, including any copy thereof;
- (h) access or use the Services or Provider Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Provider customer), or that violates any applicable Law;
- (i) access or use the Services or Provider Materials for purposes of competitive analysis of the Services or Provider Materials, the development, provision, or use of a competing software service or product or any other purpose that is to our detriment or commercial disadvantage; or
- (j) otherwise access or use the Services or Provider Materials beyond the scope of or is inconsistent with the authorization granted under this Section 3.1.

3.2 Service Usage. Exhibit A sets forth the subscription terms and Fees for the designated level(s) of usage and data storage available for Customer Data (each a **"Service Allocation"**). We will use commercially reasonable efforts to notify you in writing if your use of the Services exceeds the storage limits or other use parameters of the Service Allocation you have selected, at which point we may mutually agree to adjust your Service Allocation and corresponding Fee obligations in accordance with applicable specifications. You acknowledge that exceeding your then-current Service Allocation may result in service degradation for you and other of our customers, and you therefore agree that (a) we have no obligation to allow you to exceed your then-current Service Allocation; and (b) you are not entitled to any Service Credits for periods during which your use of the Services exceeds your then-current Service Allocation, regardless of whether the Services fail to meet the availability requirements (as defined in Exhibit B) during such period.

### 3.3 Data Storage.

3.3.1 The Customer Data will be stored in a secure, general purpose storage account in a Microsoft Azure data center (**"Microsoft"** and **"MS Data Center"**) that is located within the United States and that will be compliant with the FBI's Criminal Justice Information Services (**"CJIS"**) requirements. You agree that we may transfer the Customer Data to the MS Data Center; provided, however, that except as otherwise provided in this Agreement, you shall retain all right, title and interest in and to the Customer Data at all times, wherever located or stored, and whether in transit or at rest.

3.3.2 Each state is responsible for the assessment and execution of their own state's Criminal Justice Agency (CJA) and CJIS Chief Security Officer (CSO) specifications for the state and federal CJIS addendums and requirements.

3.3.3 WatchGuard acknowledges that each State reserves the right to negotiate additional terms and conditions in its Participating Addendum. Specifically, WatchGuard may be subject to additional hosting terms and conditions as negotiated by participating entities.

#### 4. Customer Obligations.

4.1 Customer Systems and Cooperation. You shall at all times during the Term: (a) set up, maintain, and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the Services are accessed or used; (b) provide Provider Personnel with such access to your premises and Customer Systems as is necessary for Provider to perform the Services in accordance with the Availability Requirement at a predetermined time during normal business hours that is not unduly burdensome; (c) provide all cooperation and assistance as we may reasonably request to enable us to exercise our rights and perform our obligations under and in connection with this Agreement so long as there is no conflict with Customer rights outlined elsewhere in the Contract; (d) ensure that your use of the Services is in compliance with applicable laws, rules and regulations; (e) set up and enable any hardware or networks that connect to the Services and ensure that all such hardware and networks properly interact with the Services and its hardware and software component parts; (f) maintain responsibility for the Customer Data before it is uploaded to the Services platform; and (g) establish any security settings you deem necessary and appropriate for your network and Customer Data .

4.2 Effect of Customer Failure or Delay. We are not responsible or liable for any delay or failure of performance caused in whole by your delay in performing, or failure to perform, any of your obligations under this Agreement (each, a “**Customer Failure**”).

4.3 Corrective Action and Notice. If you become aware of any credible, actual or threatened activity prohibited by Section 3.1, you shall, and shall cause your Authorized Users to, immediately: (a) take all reasonable and lawful measures within your or their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services and Provider Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify us of any such actual or threatened activity.

#### 5. Service Levels.

5.1 Service Levels. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Services Available as set forth in Exhibit B.

5.2 Service Level Failures . Service Level failures will be addressed in the manner, specified in Exhibit B.

5.3 Downtime. Downtime will be scheduled at the times and according to the processes set forth in Exhibit B.

5.4 Service Support. The Services include our standard customer support services (“**Support Services**”) in accordance with our service support schedule then in effect from time to time.

6. Data Backup and Redundancy. We will take reasonable measures to provide for Customer Data redundancy by providing for three (3) copies of the Customer Data to be maintained in locally redundant storage (“**LRS**”) within the MS Data Center in which the Customer Data resides. At your request, we may provide for geo-redundant storage (“**GRS**”) for replication of the Customer Data in a secondary MS Data Center that is geographically distant from the first MS Data Center. A GRS election is considered an upgrade of the standard LRS account and will require payment of additional Fees and execution of an addendum to this Agreement. You are responsible for implementing and maintaining all such Customer Data backup and disaster recovery processes you deem appropriate for your local computer systems and information technology infrastructure.



## 7. Security.

7.1 Provider Systems and Security Obligations. Without limiting the representations, warranties and disclaimers in Section 11 or your obligations under Sections 6, 7.4 and 7.5, we or Microsoft will implement reasonable and appropriate measures designed to help you secure the Customer Data against unlawful loss, access or disclosure.

7.2 Data Privacy. Subject to the rights granted to us in Section 10.3, we will not access or use Customer Data except as necessary to maintain or provide the Services, or as necessary to comply with applicable Law or a binding order of a court or governmental agency. We will not (a) disclose Customer Data to any government, government agency or third party, or (b) subject to Section 3.2, move Customer Data except as necessary to comply with applicable Law or a binding order of a court or governmental agency. Unless we are prohibited from doing so by applicable Law, we will give you notice of any such legal requirement or order before disclosure of Customer data to any third party.

7.3 Prohibited Data. You acknowledge that the Services are not designed with security and access management for Processing the following categories of information: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) International Traffic in Arms Regulations (“**ITAR**”) related data, (each of the foregoing, “**Prohibited Data**”). You shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Services, the Provider Systems, or any Provider Personnel. You are solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

7.4 Customer Control and Responsibility. (a) You have and will retain sole responsibility for: (1) all Customer Data, including its content and use; (2) all information, instructions, and materials provided by or on your behalf or by or on behalf of any Authorized User in connection with the Services; (3) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services (“**Customer Systems**”); (4) the security and use of Access Credentials by you and your Authorized Users; and (5) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or your or your Authorized Users’ Access Credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

(b) You understand and agree that all transactions you undertake using the Services are between you and the parties with which you are transacting. Certain features and capabilities of the Services may link you to or provide you with access to third-party content such as networks, websites, and information databases that we do not operate or control (“**Third-Party Services**”). We are not responsible for your contact with, access to or use of any Third-Party Services or any losses or damage you may experience from such contact, use or access, unless such losses or damages directly resulted from our material breach of our obligations under this Agreement.

7.5 Access and Security. You agree to employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

## 8. Fees and Payment

8.1 Fees. You agree to pay us the fees set forth in Exhibit A (“**Fees**”) in accordance with this Section 8.

## 9. Confidentiality.

9.1 Confidential Information. In connection with this Agreement each party (as the “**Disclosing Party**”) may disclose or make available Confidential Information to the other party (as the “**Receiving Party**”). Subject to Section 9.2,

**“Confidential Information”** means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”.

The Customer will be responsible for the accuracy and completeness of all Customer Data provided to Provider. Customer Data shall mean all data supplied by the Customer in connection with the Contract. The Customer shall retain exclusive ownership of all Customer Data and such Customer Data shall be deemed to be the Customer’s Confidential Information, as set forth in the Contract.

9.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

9.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 9.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 9.3; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9;
- (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;
- (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
- (e) ensure its Representatives’ compliance with, and be responsible and liable for any of its Representatives’ non-compliance with, the terms of this Section 9.
- (f) notwithstanding any other provisions of this Agreement, the Receiving Party’s obligations under this Section 9 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

9.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the

Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose. Provider shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer t's use of the [hosted environment]. Provider shall notify the Customer at the contact set forth in Section 15.4 herein by the fastest means available and also in writing. In no event shall Provider provide such notification more than 24 hours after Provider receives the request. Except to the extent required by law, Provider shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Provider's proposed responses Provider agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval. Provider shall restrict access to Customer Data to Customer's employees and agents as necessary to perform the Services, and to Provider and its employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

#### 10. Intellectual Property Rights.

10.1 Provider Materials. We retain all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in Section 2.1 or the applicable third-party license, in each case subject to Section 3.1. We expressly retain all other rights in and to the Provider Materials. In furtherance of the foregoing, you hereby unconditionally and irrevocably grant to us an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

10.2 Customer Data. As between you and us, you are and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 10.3.

#### 11. Representations and Warranties.

11.1 Provider Representations, Warranties, and Covenants. We represent, warrant, and covenant to you that we will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet our obligations under this Agreement.

11.2 Customer Representations, Warranties, and Covenants. You represent, warrant, and covenant to us that you own or otherwise have and will maintain the necessary rights and consents in and relating to the Customer Data so that, as received by us and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

11.3 DISCLAIMER OF WARRANTIES. WARRANTIES SET FORTH IN SECTIONS 11.1 AND 11.2. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

#### 12. Indemnification.

12.1 Indemnification rights are set forth in the Oklahoma NASPO ValuePoint Master Agreement OK-MA-145-010 at Nos. 3 and 14.

12.2 Mitigation. If any of the Services or Provider Materials are, or in our opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Right, or if you or any Authorized User's use of the Services or Provider Materials is enjoined or threatened to be enjoined, we may, at our option and sole cost and expense:

- (a) obtain the right for you to continue to use the Services and Provider Materials materially as contemplated by this Agreement;
- (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or

13. Limitations of Liability. Outlined in the Oklahoma NASPO Master Agreement.

14. Term and Termination.

14.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant any of this Agreement's express provisions, will continue according to the terms and conditions outlined in Section 7.3 of the NASPO ValuePoint Master Terms and Conditions(the "**Initial Term**")

14.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- (a) we may terminate this Agreement, effective on written notice to you, if you breach any of your obligations under, Section 7.3;
- (b) either party may terminate this Agreement, effective on 30 days written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and
- (c) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- (a) all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate;
- (b) we agree to immediately cease all use of any Customer Data or your Confidential Information and (i) promptly return to you, or at your written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on Customer Data or your Confidential Information; and (ii) subject to Section 14.5, permanently erase all Customer Data and your Confidential Information from all systems we directly or indirectly control; provided that, for clarity, our obligations under this Section 14.4(b) do not apply to any Resultant Data;

(c) you agree to immediately cease all use of any Services or Provider Materials and (i) promptly return to us, or at our written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on any Provider Materials or our Confidential Information, and (ii) permanently erase all Provider Materials and our Confidential Information from all systems you directly or indirectly control;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control you may retain Provider Materials in its then current state and solely to the extent and for so long as required by applicable Law; and all information and materials described in this Section 14.4(d) will remain subject to all confidentiality, security, and other applicable requirements of this Agreement;

(e) we may disable your and your Authorized User's access to the Services and the Provider Materials;

(f) if you terminate this Agreement pursuant to Section 14.3(b), you will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and we will: (i) refund to you Fees paid in advance for Services that we have not performed as of the effective date of termination; and (ii) pay to you any unpaid Service Credits to which you may be entitled; and

(g) if we terminate this Agreement pursuant to Section 14.2(a) or Section 14.2(b), you agree to pay previously-accrued but not yet paid Fees on receipt of our invoice therefor.

#### 14.4 Return of Customer Data.

(a) During the Term. You may retrieve Customer Data at any time during the Term.

(b) Upon Termination. We will not delete Customer Data for a period of 60 days following termination (the "**Post-Termination Retention Period**"). During the Post-Termination Retention Period you may retrieve Customer Data under this Agreement. We will make the Customer Data available to you in a non-proprietary format and assist you with retrieval during the Post-Termination Retention Period. You agree to pay our reasonable expenses, on a time and materials basis, for the assistance we provide in assisting you with retrieval of the Customer Data. These expenses will be laid out in advance and mutually agreed upon in writing. WE HAVE NO OBLIGATION TO MAINTAIN THE CUSTOMER DATA BEYOND THE POST-TERMINATION RETENTION PERIOD, AND WE MAY THEREAFTER DELETE THE CUSTOMER DATA, UNLESS LEGALLY PROHIBITED FROM DOING SO, OR UNLESS AN EXTENSION OF THE POST-TERMINATION RETENTION PERIOD IS AGREED TO. Upon your request and provided that you have paid all amounts due under this Agreement, we may agree to a reasonable extension of the Post-Termination Retention Period. If we are legally prevented from deleting the Customer Data beyond the Post-Termination Retention Period you agree to pay all costs associated with continued storage until the Customer Data is either deleted or retrieved by you. These expenses will be laid out in advance and mutually agreed upon in writing.

14.5 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.1, Section 9, Section 12, Section 13, Section 14.4, Section 14.5, this Section 14.6, and Section 15.

#### 15. Miscellaneous.

15.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement. Such request must be reasonable and not unduly burdensome.

15.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint

enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15.3 Public Announcements. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that we may, without your consent, include or display your name, logo and other indicia in our lists of current or former customers in promotional and marketing materials.

15.4 Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 15.4):

If to Provider:                   415 Century Parkway, Allen, TX 75013  
Facsimile:  
Email:  
Attention:

If to Customer:               [CUSTOMER ADDRESS]  
Facsimile:[FAX NUMBER]  
Email: [EMAIL ADDRESS]  
Attention: [NAME AND TITLE OF INDIVIDUAL TO RECEIVE NOTICES]

If to the Lead State of Oklahoma:  
James L. Reese, II  
Chief Information Officer  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

With a copy to:  
OMES-IS Deputy General Counsel  
3115 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.5 Interpretation. For purposes of this Agreement: (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, and attachments mean the sections of, and exhibits, schedules, and attachments attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, and attachments referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

15.6 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

15.7 Entire Agreement. This Agreement, together with the Oklahoma NASPO ValuePoint Master Agreement (OK-MA-145-010), the documents listed in the Amendment, and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement.

15.8 Assignment. Provider may not assign or transfer this Agreement or its rights or obligations hereunder without the prior consent of the State of Oklahoma; provided, that the State of Oklahoma may assign or transfer this Agreement or any of its rights or obligations hereunder without Provider's consent.

(a) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.9 Amendment and Modification; Waiver. No amendment to or modification of or rescission is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

15.10 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.11 U.S. Government Rights. The Services are provided to the U.S. government as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data", with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government's needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as "commercial items", "commercial computer software", commercial computer software documentation", and "technical data" as used in this Section 15.13 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

15.12 Governing Law. This agreement is governed by the laws of the State of Oklahoma. The parties hereby consent to the exclusive personal jurisdiction of the state courts in Oklahoma County, State of Oklahoma. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

15.13 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Exhibit A to  
Attachment A to  
The Amendment to  
STATE OF OKLAHOMA CONTRACT WITH WATCHGUARD INC.  
RESULTING FROM STATEWIDE 1057 IN CONNECTION WITH  
MASTER AGREEMENT No: OK-MA-145-010

The **Services, Service Allocation and Fees document** is hereby amended as set forth below and supersedes all prior documents submitted by **WatchGuard, Inc.** or discussed by the parties.



**SERVICES, SERVICE ALLOCATION and FEES**

**The Services:** **CLOUD-SHARE** - Cloud-based, video event and case sharing application using EvidenceLibrary.com using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

**Service Allocations  
and Fees:**

Service Level	Share Types	Downloads per Share	Direct Playbacks	Expiration Limit	Annual Shares per Device
Basic	Unsecured Access Code	2	0	30 Days	24
Full	Unsecured Access Code	2	2	90 Days	48
Extended	Unsecured Access Code Secure	4	4	180 Days	72

Service Level	Fees
Basic	Included free with qualifying Evidence Library licensing agreements
Full	\$45.00 per device per year
Extended	\$100.00 per device per year



Exhibit B to  
Attachment A to  
The Amendment to  
STATE OF OKLAHOMA CONTRACT WITH WATCHGUARD INC.  
RESULTING FROM STATEWIDE 1057 IN CONNECTION WITH  
MASTER AGREEMENT No: OK-MA-145-010

The **Service Level Agreement for Cloud-Share Services** is hereby amended as set forth below and supersedes all prior documents submitted by **WatchGuard, Inc.** or discussed by the parties.



**SERVICE LEVEL AGREEMENT  
FOR  
CLOUD-SHARE SERVICES**

This SLA applies to the Services, but not to any other services we provide to you or to any of our on-premises software that is a part of the Services, or any Third-Party Materials that you use in connection with the Services, unless specifically provided to the contrary in this SLA or the Agreement.

**SERVICE COMMITMENT**

We will use commercially reasonable efforts to make the Services available with the Monthly Uptime Percentage defined below during any Service Period (our **"Service Level Commitment"**). If we do not meet the Service Level Commitment for any Service Period you may be entitled to a Service Credit, as described below.

**DEFINITIONS**

**"Downtime"** means the total number of minutes in any Service Period during which the Services are Unavailable. Downtime does not include time during which the Services are unavailable for Scheduled Downtime or as the result of one or more Exclusions.

**"Incident"** means an event or series of events resulting in Downtime.

**"Maximum Available Minutes"** means the number of minutes during a Service Period, less Scheduled Downtime, that the Services are required to be available for your access and use in accordance with the Specifications.

**"Monthly Uptime Percentage"** means, for any Service Period, Maximum Available Minutes less Downtime, divided by the Maximum Available Minutes multiplied by 100, as follows:

$$\text{Monthly Uptime Percentage} = ((\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}) \times 100$$

If you have used the Services for only part of a Service Period, the Services are assumed to be 100% available for that part of the Service Period in which the Services were not used (for example, if you begin to use the Services in the middle of a month). Monthly Uptime Percentage calculations do not include downtime that results from Scheduled Downtime or an Exclusion.

**“Scheduled Downtime”** means any Downtime (a) of which you are notified at least three (3) days in advance, or (b) during a standard maintenance window, according to a maintenance schedule we will publish from time to time.

**“Service Credit”** means a dollar credit, as calculated herein, that we may credit back to your account under the conditions set forth below. A Service Credit is based on a percentage, as stated below, of the Service Fee for the Service Period for which the Service Credit is approved.

**“Emergency Downtime”** means any Downtime for which you may receive less than 24-hour notification period. This emergency maintenance may be performed at any time, with or without notice, as deemed necessary by us. Emergency Downtime falling outside of Scheduled or Planned Downtime may be eligible for Service Credit.

**“Service Fee”** means the fee that you actually pay for the Services during a Service Period.

**“Service Level”** means a performance metric that we agree to meet in the delivery of the Services. A **“Service Level Failure”** means a material failure of the Services to meet the Maximum Available Minutes requirement.

**“Service Period”** means one calendar month.

**“Unavailable”** means that all connection requests to the Services fail during a one (1) minute period such that you or your End Users cannot upload or access files.

**“Low Priority”** means a request for information or software defects with acceptable workaround.

**“Medium Priority”** means an isolated issue (one agency, small subset of events) that prevents import, search, or export of events or cases.

**“High Priority”** means a pervasive issue (multiple agencies, large subsets of events) that prevents import, search, or export of events or cases, missing events, system performance out of Customer SLA. Customer designated emergency.

**“Response time”** means the amount of time between when a Customer first creates an incident report (which includes leaving a phone message, sending an email, or using an online ticketing system) and when the provider actually responds.

**“Resolution time”** means the amount of time between when the Customer first creates an incident report and when that problem is actually solved, workaround provided, or for issues requiring software changes is placed in to the future development backlog.

SERVICE LEVELS AND SERVICE CREDITS

The following Service Levels apply to your use of the Services:

Monthly Uptime Percentage	Service Credit as Percentage of Service Fee
< 90.00%	10%

Note that Service Credits are NOT available for subscribers to the “Basic” service level, as described in Exhibit A to the Agreement, or for those services that we provide to you free of charge.

SERVICE ESCALATION PROCESS

The table below provides typical response time expectations for each support level (Tier 1, Tier 2, and Engineering Operations) based on the incident priority levels (Low, Medium, High):

Priority	Response (Minutes)	Tier 1 Support (Minutes)	Tier 2 Support (Minutes)	Engineering Operations(Minutes)	Total(Minutes)	Total Resolution (Hours)
Low	60	960	1440	2880	5340	89
Medium	60	480	720	1440	2700	45
High	60	240	240	720	1260	21

Below table provides the incident response and resolution targets based on service hours, priority, and support team involved.

Service hours	Origin	Support Team	Priority	Service Response	Resolution or Escalation
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	LOW	< 60 minutes of initial call	< 16 hours
Business Hours	Escalation	Tier 2	LOW	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Operations	LOW	< 8 hours of escalation	< 48 hours
Business Hours	Escalation	Engineering Hold	LOW		Entered in to Backlog
Business Hours	Direct Call/Email	Tier 1	MEDIUM	< 60 minutes of initial call	< 8 hours
Business Hours	Escalation	Tier 2	MEDIUM	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Operations	MEDIUM	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Hold	MEDIUM		Prioritized in to Backlog
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	HIGH	< 60 minutes of initial call	< 4 hours
Business Hours	Escalation	Tier 2	HIGH	< 4 hours of escalation	< 4 hours
Business Hours	Escalation	Engineering Operations	HIGH	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Hold	HIGH		Prioritized in to next release
After Hours	Direct Call	Tier 1	LOW	Deferred to Business Hours	
After Hours	Direct Call	Tier 1	MEDIUM, HIGH	< 70 minutes of initial call	< 4 hours
After Hours	Direct Call	Tier 2	MEDIUM HIGH	<4 hours of escalation	< 8 hours
After Hours	Direct Call	Engineering Operations	HIGH	<2 hours of escalation	< 12 hours

## TERMS

### I. SERVICE CREDITS

Service Credits are your only remedy for unavailability of the Services under this SLA and the Agreement. You may not offset a Service Fee for any performance or availability issues. Service Credits issued for any Service Period will not under any circumstances exceed the Service Fee for that Service Period.

To be eligible for a Service Credit, you must subscribe to either the “Full” or “Extended” service level, as described in Exhibit A to the Agreement, and your claim must be received by us, in the required form, no later than 72 hours following the time at which the unavailability incident(s) occurred. Your failure to make a timely request will disqualify you from receiving a Service Credit.

We will apply a Service Credit only against future Service Fees, and we will issue Service Credits only if the credit amount for the Service Fee is greater than one dollar (US\$1). Service Credits do not entitle you to a refund or cash payment. Service Credits may not be applied against any other account or service you may have with us. You must be in compliance with the Agreement to receive a Service Credit.

### II. SERVICE CREDIT CLAIMS AND PAYMENT

To apply for a Service Credit, you must open a support case by going to [support.watchguardvideo.com](https://support.watchguardvideo.com) or by contacting customer support at 1800-605-6734 and providing us with all of the information we need to investigate and validate your claim. The information we need will include, but may not be limited to, (i) the dates and times of the Unavailability incident(s); (ii) request logs documenting the incident(s) and corroborating the claimed Unavailability (any PII or CJI information contained or described in logs should be redacted prior to submission); and (iii) details of your efforts to resolve the incident(s) at the time of occurrence.

We will review the submitted information and make a good faith determination of whether a Service Credit is due. If we determine that a Service Credit is due, we will process your claim within thirty (30) days of our determination and apply the Service Credit to the next Service Fee.

### III. EXCLUSIONS

For purposes of calculating Maximum Available Minutes, the following are Exclusions for which the Services shall not be considered Unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet Maximum Available Minutes for any Service Period, or your inability to access or use the Services that is due, in whole or in part, to any:

- (a) act or omission by you to access or use the Services, or use of Access Credentials that does not strictly comply with the Agreement;
- (b) Customer Failure;
- (c) Internet connectivity failure;
- (d) causes beyond our reasonable control, such as a Force Majeure Event, or the performance of any communications or internet service provider;
- (e) failure, interruption, outage, inadequate bandwidth, or other problem with any software, hardware, system, network, or facility that we have not provided or authorized pursuant to the Agreement ;
- (f) Scheduled Downtime or backups to the Services;
- (g) disabling, suspension, or termination of the Services pursuant to Section 2.8 of the Agreement; or
- (h) separate instances of unavailability of the Services of less than ten (10) minutes duration each, when said instance occurs less than two (2) times in two hours.

Exhibit C to  
Attachment A to  
The Amendment to  
STATE OF OKLAHOMA CONTRACT WITH WATCHGUARD INC.  
RESULTING FROM STATEWIDE 1057 IN CONNECTION WITH  
MASTER AGREEMENT No: OK-MA-145-010

The **Services, Service Allocation and Fees document** is hereby amended as set forth below and supersedes all prior documents submitted by **WatchGuard, Inc.** or discussed by the parties.



**SERVICES, SERVICE ALLOCATION and FEES**

**The Services:**     **Hybrid Cloud Storage** - Cloud-based, video data storage platform using Microsoft Azure Government Cloud Storage services in one or more secure Microsoft data centers.

**Service Allocations  
and Fees:**

**Plan I (Unlimited)**

Unlimited Storage available for customers with on premise storage as follows:

- non-evidentiary recordings remain on premise for the duration of time they are required by policy to be maintained;
- evidentiary recordings, after the non-evidentiary retention time, are automatically moved to cloud storage and maintained for the amount of time required by policy

For purposes of this Plan, the term “evidentiary recordings” refers to data having relevance to a legal trial or regulatory hearing.

Plan costs are based on a per-device basis, which means that the Plan does not have a per-user fee, meaning that an unlimited number of users can access data using the Services.

Plan cost is based upon a per-device fee of \$300 per contract year

**Plan II (Actual Usage)**

Plan cost is based upon a flat fee of \$0.03 per GB per device per month.

Exhibit D to  
Attachment A to  
The Amendment to  
STATE OF OKLAHOMA CONTRACT WITH WATCHGUARD INC.  
RESULTING FROM STATEWIDE 1057 IN CONNECTION WITH  
MASTER AGREEMENT No: OK-MA-145-010

The **Service Level Agreement for Hybrid Cloud Storage Services** is hereby amended as set forth below and supersedes all prior documents submitted by **WatchGuard, Inc.** or discussed by the parties.



**SERVICE LEVEL AGREEMENT  
FOR  
HYBRID CLOUD STORAGE SERVICES**

This SLA applies to the Services, but not to any other services we provide to you or to any of our on-premises software that is a part of the Services, or any Third-Party Materials that you use in connection with the Services, unless specifically provided to the contrary in this SLA or the Agreement.

We may change the terms of this SLA with agreement from both parties in writing. If you renew your subscription the form of SLA that is current at the time will apply during the renewal term.

**SERVICE COMMITMENT**

We will use commercially reasonable efforts to make the Services available with the Monthly Uptime Percentage defined below during any Service Period (our **"Service Level Commitment"**). If we do not meet the Service Level Commitment for any Service Period you may be entitled to a Service Credit, as described below.

**DEFINITIONS**

**"Downtime"** means the total number of minutes in any Service Period during which the Services are Unavailable. Downtime does not include time during which the Services are unavailable for Scheduled Downtime or as the result of one or more Exclusions.

**"Incident"** means an event or series of events resulting in Downtime.

**"Maximum Available Minutes"** means the number of minutes during a Service Period, less Scheduled Downtime, that the Services are required to be available for your access and use in accordance with the Specifications.

**"Monthly Uptime Percentage"** means, for any Service Period, Maximum Available Minutes less Downtime, divided by the Maximum Available Minutes multiplied by 100, as follows:

$$\text{Monthly Uptime Percentage} = ((\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes}) \times 100$$

If you have used the Services for only part of a Service Period, the Services are assumed to be 100% available for that part of the Service Period in which the Services were not used (for example, if you begin to use the Services in the middle of a month). Monthly Uptime Percentage calculations do not include downtime that results from Scheduled Downtime or an Exclusion.

**“Scheduled Downtime”** means any Downtime (a) of which you are notified at least three (3) days in advance, or (b) during a standard maintenance window, according to a maintenance schedule we will publish from time to time.

**“Service Credit”** means a dollar credit, as calculated herein, that we may credit back to your account under the conditions set forth below. A Service Credit is based on a percentage, as stated below, of the Service Fee for the Service Period for which the Service Credit is approved.

**“Emergency Downtime”** means any Downtime for which you may receive less than 24-hour notification period. This emergency maintenance may be performed at any time, with or without notice, as deemed necessary by us. Emergency Downtime falling outside of Scheduled or Planned Downtime may be eligible for Service Credit.

**“Service Fee”** means the fee that you actually pay for the Services during a Service Period.

**“Service Level”** means a performance metric that we agree to meet in the delivery of the Services. A **“Service Level Failure”** means a material failure of the Services to meet the Maximum Available Minutes requirement.

**“Service Period”** means one calendar month.

**“Unavailable”** means that all connection requests to the Services fail during a one (1) minute period such that you or your End Users cannot upload or access files.

**“Low Priority”** means a request for information or software defects with acceptable workaround.

**“Medium Priority”** means an isolated issue (one agency, small subset of events) that prevents import, search, or export of events or cases.

**“High Priority”** means a pervasive issue (multiple agencies, large subsets of events) that prevents import, search, or export of events or cases, missing events, system performance out of Customer SLA. Customer designated emergency.

**“Response time”** means the amount of time between when a Customer first creates an incident report (which includes leaving a phone message, sending an email, or using an online ticketing system) and when the provider actually responds.

**“Resolution time”** means the amount of time between when the Customer first creates an incident report and when that problem is actually solved, workaround provided, or for issues requiring software changes is placed in to the future development backlog.

SERVICE LEVELS AND SERVICE CREDITS

The following Service Levels apply to your use of the Services:

Monthly Uptime Percentage	Service Credit as Percentage of Service Fee
< 90.00%	10%

## SERVICE ESCALATION PROCESS

The table below provides typical response time expectations for each support level (Tier 1, Tier 2, and Engineering Operations) based on the incident priority levels (Low, Medium, High):

Priority	Response (Minutes)	Tier 1 Support (Minutes)	Tier 2 Support (Minutes)	Engineering Operations(Minutes)	Total(Minutes)	Total Resolution (Hours)
Low	60	960	1440	2880	5340	<b>89</b>
Medium	60	480	720	1440	2700	<b>45</b>
High	60	240	240	720	1260	<b>21</b>

Below table provides the incident response and resolution targets based on service hours, priority, and support team involved.

Service hours	Origin	Support Team	Priority	Service Response	Resolution or Escalation
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	LOW	< 60 minutes of initial call	< 16 hours
Business Hours	Escalation	Tier 2	LOW	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Operations	LOW	< 8 hours of escalation	< 48 hours
Business Hours	Escalation	Engineering Hold	LOW		Entered in to Backlog
Business Hours	Direct Call/Email	Tier 1	MEDIUM	< 60 minutes of initial call	< 8 hours
Business Hours	Escalation	Tier 2	MEDIUM	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Operations	MEDIUM	< 4 hours of escalation	< 24 hours
Business Hours	Escalation	Engineering Hold	MEDIUM		Prioritized in to Backlog
Business Hours	Direct Call/ Email/ Automated Alert	Tier 1	HIGH	< 60 minutes of initial call	< 4 hours
Business Hours	Escalation	Tier 2	HIGH	< 4 hours of escalation	< 4 hours
Business Hours	Escalation	Engineering Operations	HIGH	< 2 hours of escalation	< 12 hours
Business Hours	Escalation	Engineering Hold	HIGH		Prioritized in to next release
After Hours	Direct Call	Tier 1	LOW	Deferred to Business Hours	
After Hours	Direct Call	Tier 1	MEDIUM, HIGH	< 70 minutes of initial call	< 4 hours
After Hours	Direct Call	Tier 2	MEDIUM HIGH	<4 hours of escalation	< 8 hours
After Hours	Direct Call	Engineering Operations	HIGH	<2 hours of escalation	< 12 hours



## TERMS

### I. SERVICE CREDITS

Service Credits are your only remedy for unavailability of the Services under this SLA and the Agreement. You may not offset a Service Fee for any performance or availability issues. Service Credits issued for any Service Period will not under any circumstances exceed the Service Fee for that Service Period.

To be eligible for a Service Credit as described in Exhibit A to the Agreement, and your claim must be received by us, in the required form, no later than 24 hours following the time at which the unavailability incident(s) occurred. Your failure to make a timely request will disqualify you from receiving a Service Credit.

We will apply a Service Credit only against future Service Fees, and we will issue Service Credits only if the credit amount for the Service Fee is greater than one dollar (US\$1). Service Credits do not entitle you to a refund or cash payment. Service Credits may not be applied against any other account or service you may have with us. You must be in compliance with the Agreement to receive a Service Credit.

### II. SERVICE CREDIT CLAIMS AND PAYMENT

To apply for a Service Credit, you must open a support case by going to [support.watchguardvideo.com](https://support.watchguardvideo.com) or by contacting customer support at 1800-605-6734 and providing us with all of the information we need to investigate and validate your claim. The information we need will include, but may not be limited to, (i) the dates and times of the Unavailability incident(s); (ii) request logs documenting the incident(s) and corroborating the claimed Unavailability (any PII or CJI information contained or described in logs should be redacted prior to submission); and (iii) details of your efforts to resolve the incident(s) at the time of occurrence.

We will review the submitted information and make a good faith determination of whether a Service Credit is due. If we determine that a Service Credit is due, we will process your claim within thirty (30) days of our determination and apply the Service Credit to the next Service Fee.

### III. EXCLUSIONS

For purposes of calculating Maximum Available Minutes, the following are Exclusions for which the Services shall not be considered Unavailable nor any Service Level Failure be deemed to occur in connection with any failure to meet Maximum Available Minutes for any Service Period, or your inability to access or use the Services that is due, in whole or in part, to any:

- (a) act or omission by you to access or use the Services, or use of Access Credentials that does not strictly comply with the Agreement;
- (b) Customer Failure;
- (c) Internet connectivity failure;
- (d) causes beyond our reasonable control, such as a Force Majeure Event, or the performance of any communications or internet service provider;
- (e) failure, interruption, outage, inadequate bandwidth, or other problem with any software, hardware, system, network, or facility that we have not provided or authorized pursuant to the Agreement;
- (f) Scheduled Downtime or backups to the Services;
- (g) disabling, suspension, or termination of the Services pursuant to Section 2.8 of the Agreement; or
- (h) separate instances of unavailability of the Services of less than ten (10) minutes duration each, when said instance occurs less than two (2) times in two hours.