OKLAHOMA
Office of Managemen
& Enterprise Services

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC.
RESULTING FROM STATEWIDE CONTRACT NO. 1013

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to DataBank IMX LLC ("DataBank") in connection with Statewide Contract No. 1013 ("Solicitation") and is effective June 24, 2020 ("Effective Date").

Recitals

Whereas, the State issued a Solicitation for proposals to provide Document Lifecycle Management solutions, as more particularly described in the Solicitation;

Whereas, DataBank submitted a proposal which contained various other Contract Documents; and

Whereas, the State and DataBank have negotiated the final terms under which DataBank will perform the Services under the Contract.

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

1. **Addendum Purpose.**
   This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to DataBank as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract**.

   2.1. The parties have negotiated certain terms of the Contract as follows:

   i. Attachment A: The State's Hosting Agreement;
   ii. Attachment B: Revisions to DataBank's General Terms;
   iii. Attachment C: Revisions to DataBank's Maintenance and Service Agreement;
   iv. Attachment D: Revisions to DataBank's Statement of Work template;

v. Attachment E: Revisions to Nintex's End User License Agreement;

vi. Attachment F: Revisions to Kofax's End User License Agreement;

vii. Attachment G: Revisions to Hyland Software's End User License Agreement for Subscription Software; and viii. Attachment H: The Department of Human Services specific terms.

2.2. Contract Documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

2.3. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

3. **Business Associate Agreement.** If any order off this Contract will require a Business Associate Agreement to safeguard Protected Health Information, then DataBank and the ordering entity will work in good faith to negotiate and execute such agreement.

4. **Subcontractors of Databank.** Though State has negotiated and incorporated user agreements for Hyland Software, Nintex, and Kofax, DataBank shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and the actions or omissions of these and any other subcontractors. All payments for products shall be made directly to DataBank.

5. **Subcontractor Hosting.** None of the above-listed subcontractors, nor any future subcontractors of Databank, may access, process, or store State data until such time these subcontractors submit to and successfully complete the State's security assessment.

6. **Hyland Software End User License Agreement.** It is anticipated that a future amendment to this Addendum will attach a Hyland Software End User License Agreement ("EULA"); until that time, no products or services covered by such EULA will be available under this Contract.

7. **No Exceptions.** DataBank affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State or any Customer to execute additional documents not listed above in connection with this Contract.

State of Oklahoma		**DataBank IMX LLC**	
By:	D. Jerry Moore	By:	DocuSigned by: 026636867B1B48C...
Name:	D. Jerry Moore	Name:	Michael Kortan
Title:	Chief Information Officer	Title:	Chief Revenue Officer
Date:	6/25/2020	Date:	6/24/2020

Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The Hosting Agreement is hereby amended as set forth below and supersedes all prior documents submitted by **DataBank IMX LLC** or discussed by the parties.

HOSTING AGREEMENT

I. Definitions

a. "Customer Data" shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.

b. "Data Breach" shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.

c. "Non-Public Data" shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

d. "Personal Data" shall mean Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

e. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be

Customer's confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor 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 Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.

c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor is responsible for encryption of Personal Data.

c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Vendor is responsible for costs incurred by Customer for Customer to remediate the virus.

d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.

e. Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

IV. Security Assessment

a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the Contract, including renewals, constitutes a material breach.

b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

V. Security Incident Notification and Responsibilities: Vendor shall inform Customer of any Security Incident or Data Breach

a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication.

b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).

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

VI. Data Breach Notification and Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related

to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.

c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

VII. **Notice:** Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

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

And

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

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:
OMES Help Desk
405-521-2444
helpdesk@omes.ok.gov
Attn: Chief Information Security Officer

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.

b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.

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

IX. Indemnity

a. Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties or other obligations in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor

of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma 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 Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.

b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.

c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:

   i. 10 days after the effective date of termination, if the termination is in accordance with the contract period

   ii. 30 days after the effective date of termination, if the termination is for convenience

   iii. 60 days after the effective date of termination, if the termination is for cause

   After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

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

e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be

permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.

Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The **DataBank Blanket Services Agreement (Also referred to as General Terms)** is hereby amended as set forth below and supersedes all prior documents submitted by **DataBank IMX LLC** or discussed by the parties.

GENERAL TERMS

For DataBank Professional Services and Software

This Agreement consists of this document, the General Terms and Conditions attached to this document as Attachment A (including any documents incorporated by Attachment A) and the Certified Software Employee Requirements and Qualified Employee Requirements attached to this document as Attachment B, each of which are incorporated herein by this reference as if fully rewritten herein. All Software, Work Products, Maintenance and Support, and Services which may be licensed or purchased by Customer from DataBank from time to time shall be governed by this Agreement. Customer specifically represents and warrants to DataBank that Customer has read and understands all of the General Terms and Conditions prior to entering into this Agreement. Customer and DataBank specifically acknowledge and agree that any other terms varying from or adding to the terms of this Agreement, whether contained in any purchase order or other electronic, written or oral communication made from Customer to DataBank are rejected and shall be null and void and of no force or effect.

ATTACHMENT A

GENERAL TERMS AND CONDITIONS

1. **DEFINED TERMS**.

Certain capitalized terms used in this Agreement have the meanings set forth below:

(a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by DataBank and payable by Customer for Maintenance and Support for Supported Software or Extended Support Software for a maintenance period as outlined in the pricing proposal.

(b) Certified Software Employee. "Certified Software Employee" means an employee of Customer that meets the applicable certification or qualification requirements set forth on Attachment B to this Agreement under the caption "Certified Software Employee Requirements".

(c) Delivery. "Delivery" (including "Deliver" or "Delivered") means:

(1) In the case of Software:

(A) in the case of any Software module included in an initial order of Software by shipment of media containing such Software, downloading of such Software onto Customer's systems, or such Software being made available for download onto Customer's systems from a location identified to Customer; or

(B) in the case of any later licensed Software module, by the Delivery (in accordance with subparagraph (2) below) to Customer of a Production Certificate which includes such Software module; and

(2) In the case of a Production Certificate, by the Production Certificate either being shipped (physically or electronically) to Customer or being made available for download by Customer from a location identified to Customer.

(d) Documentation. "Documentation" means:

(1) In the case of the Software, the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software; or

(2) In the case of any Work Product, the Specifications (if any) for the Work Product.

(e) Education Services. "Education Services" means services available from DataBank to employees of Customer as a part of any education class related to Software.

(f) Education Services Fees. "Education Services Fees" means the fees charged by DataBank and payable by Customer for Education Services for Customer or any of its employees.

(g) Effective Date. "Effective Date" means the date as expressed on the face of this Agreement.

(h) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the Documentation.

(i) Error Correction Services. "Error Correction Services" means DataBank's services described in Section 5.2(b) of these General Terms and Conditions.

(j) Innovations. "Innovations" means all designs, processes, procedures, methods and innovations which are developed, discovered, conceived or introduced by DataBank, working either alone or in conjunction with others, in the performance of this Agreement (including any SOW).

(k) Maintenance. "Maintenance" means:

(1) for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 5.2(d) of these General Terms and Conditions; or

(2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an Upgrade and Enhancement in accordance with such Section 5.2(d).

Maintenance does not include any Services that DataBank may provide in connection with assisting or completing an upgrade of Supported Software or Extended Support Software with any available Upgrade and Enhancement, unless application of such Upgrade and Enhancement is necessary to correct a reported bug in the Software as confirmed by DataBank.

(l) Production Certificate. "Production Certificate" means license codes or a license certificate issued by DataBank and necessary for Customer to activate Software for Customer's production use.

(m) Professional Services. "Professional Services" means any or all of the following professional services provided by DataBank under a SOW: (1) installation or upgrade of the Software; (2) consulting, implementation and integration projects related to the Software, including but not limited to the customized configuration of Software integration modules or business process automation modules; (3) project management; (4) development projects in connection with the integration of Software with other applications utilizing any Software application programming interface (API); (5) discovery services; and (6) services resulting from discovery services.

(n) Professional Services Fees. "Professional Services Fees" means the fees charged by DataBank and payable by Customer for Professional Services as described in Section 4.6.

(o) Qualified Employee. "Qualified Employee" is defined on Attachment B to this Agreement under the caption "Qualified Employee Requirements," as such Attachment B may be amended from time to time by DataBank upon at least thirty (30) days advance written notice to Customer.

(p) Services. "Services" means any or all Error Correction Services, Technical Support

Services, Professional Services or Education Services provided by DataBank, as the context requires.

(q) Software. "Software" means the product software/modules which Customer submits a written purchase order to DataBank (or an authorized DataBank solution provider) that DataBank or such authorized solution provider accepts and fulfills, and all Upgrades and Enhancements of all software modules which Customer properly obtains pursuant to the terms of Section 5.2(d) of these General Terms and Conditions.

(r) Software License Fees. "Software License Fees" means amounts payable by Customer to DataBank as license fees for Software as described in the pricing proposal.

(s) SOW. "SOW" means proposal, quote, or a statement of work developed in accordance with Section 4 of these General Terms and Conditions, which sets forth specific Software and/or Professional Services DataBank will provide to Customer. The SOW shall also include its supporting documents including, but not limited to a Project Schedule, Functional Specification, Technical Specification, discovery documents, and Pre-Installation Questionnaire. Not all requests for Services and/or Software will include all documents referenced in the preceding sentence.

(t) Specifications. "Specifications" means the definitive, final functional specifications for Work Products, if any, produced by DataBank under a SOW.

(u) Supported Software; Extended Support Software; Retired Software. At any particular time during a maintenance period covered by Section 5 of these General Terms and Conditions:

(1) "Supported Software" means the current released version of the Software licensed by Customer from DataBank and any other version of such Software that is not Extended Support Software or Retired Software.

(2) "Extended Support Software" means any version of the Software licensed by Customer from DataBank which is identified by the manufacturer as being subject to extended support.

(3) "Retired Software" means any version of the Software licensed by Customer from DataBank under this Agreement which is identified by the manufacturer as being retired.

(v)Technical Support Services. "Technical Support Services" means basic questions and basic configuration assistance from members of the Support Services department in addition to DataBank's services described in Section 5.2(a) of these General Terms and Conditions.

(w) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to Software that DataBank and/or developer makes available to Customer or to DataBank's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

(x) Work Products. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by DataBank, working either alone or in conjunction with others, in the performance of Services under this Agreement and that are specified as work products in a SOW.

2. **FEES; EXPENSE REIMBURSEMENTS; TAXES; PAYMENT TERMS**.

2.1 SOFTWARE LICENSE FEES.

(a) Initial Software Licensed. Customer shall pay to DataBank the Software License Fees specified in any accepted SOW which will be derived from the pricing proposal for all Software licensed under this Agreement. DataBank shall invoice Customer for such Software License Fees in full promptly on or after Delivery of the Software.

(b) Add-on Purchases of Licenses of Software. Customer shall pay to DataBank Software License Fees for add-on purchases of licenses of Software determined at DataBank's prices listed in the pricing proposal. DataBank shall invoice Customer for such Software License Fees promptly upon DataBank's Delivery of the Software.

2.2 ANNUAL MAINTENANCE FEES.

(a) Initial Maintenance Period. Customer shall pay to DataBank the Annual Maintenance Fees specified in the SOW for the Initial Maintenance Period for the initial Supported Software licensed under this Agreement. DataBank shall invoice Customer for such Annual Maintenance Fees in full promptly on or after Delivery of the Software. Customer shall pay to DataBank Annual Maintenance Fees in such amounts as are invoiced by DataBank for all Supported Software modules that Customer makes add-on purchases of licenses for under this Agreement. All such fees will be derived from the pricing proposal. DataBank shall invoice Customer for the Annual Maintenance Fees for the initial maintenance period applicable to such Supported Software modules promptly upon DataBank's acceptance of Customer's purchase order for the purchase of Maintenance and Support for such Software.

(b) Subsequent Maintenance Periods. Customer shall pay to DataBank Annual Maintenance Fees in such amounts as are invoiced by DataBank for all renewal maintenance periods after the initial maintenance period applicable to a particular Supported Software or Extended Support Software module under paragraph (a) above. Such fees will be derived from the pricing proposal. DataBank shall invoice Customer for the Annual Maintenance Fees for a renewal maintenance period at least thirty (30) days prior to the end of the then-current maintenance period.

(c) Proration In the Case of Short Maintenance Periods. In the event that any maintenance period for which Annual Maintenance Fees are payable is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such period will be a prorated annual amount based upon the number of calendar months in such period (including the calendar month in which such period commences, if such period commences prior to the 15th day of the calendar month).

2.4 TECHNICAL SUPPORT SERVICES FEES. Customer shall pay to DataBank all Technical Support Services Fees for all Technical Support Services in the event the customer's Annual Maintenance

has been cancelled or has become lapsed.

2.5 EDUCATION SERVICES FEES. Customer shall pay to DataBank all Education Services Fees for all Education Services registered for, by Customer or its employees. Any Education Services will be arranged under a separate, written agreement.

2.9 PAYMENT TERMS. So long as Customer is not in default of any payment obligations under this Agreement (including any SOW), all invoicing and payment will be made in compliance with section A.14 of the Solicitation.

2.10 RESOLUTION OF INVOICE DISPUTES. In the event that there is an invoice dispute, Client shall pay the undisputed amounts of the invoice in accordance with this Section 2. The Parties shall use reasonable efforts to resolve the disputes within thirty (30) days after receipt of the invoice. If the Parties cannot resolve the dispute within thirty (30) days, either party may initiate litigation pursuant to Section 12.1 below. Client's payment obligations on all disputed amounts shall be suspended without penalty, interest, or other fine until the dispute is resolved.

2.11 CERTAIN REMEDIES FOR NON-PAYMENT OR FOR LATE PAYMENT. In the event of any default by Customer in the payment of any amounts invoiced by DataBank, which default continues unremedied for at least thirty (30) calendar days after the due date of such payment, DataBank shall have the right to suspend or cease the provision of any Services under this Agreement or any SOW, and the delivery of any Upgrades and Enhancements of Software, to Customer unless and until such default shall have been cured. Any fees prepaid, excluding annual maintenance fees and any other subscription fees mutually agreed upon in a Proposal/SOW, but unused must be refunded in case of suspension or termination

2.12 U.S. DOLLARS. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement shall be made in, U.S. dollars.

3. **CERTAIN TERMS APPLICABLE TO SOFTWARE AND WORK PRODUCTS**.

3.1 PURCHASE ORDERS FOR SOFTWARE; DELIVERY OF SOFTWARE.

(a) Purchase Orders. Customer shall submit a written purchase order to DataBank for the purchase of licenses for all Software that Customer licenses under this Agreement. Each such purchase order shall be subject to acceptance or rejection by DataBank.

(b) Delivery of the Software. Delivery of the Software shall be made following acceptance by DataBank of Customer's purchase order. All Deliveries of the Software shall be F.O.B. from DataBank's offices in King of Prussia, Pennsylvania, USA.

3.2 SOFTWARE AND WORK PRODUCTS LICENSE.

REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.3 PROTECTION OF WORK PRODUCTS AND INNOVATIONS. Customer agrees to take all reasonable steps to protect all Work Products and Innovations delivered by DataBank to Customer under this Agreement, and any related documentation, from unauthorized copying or use. If a Work Product consists of software, the source code of such Work Product shall be deemed to

include trade secrets of DataBank or its direct or indirect suppliers. The source code and embodied trade secrets are not licensed to Customer. Customer agrees not to modify, disassemble, decompile, reverse engineer or otherwise attempt to derive source code from any such Work Product for any reason.

3.4 COPIES AND ADAPTATIONS. Customer may not make or authorize the making of copies or adaptations of any Work Products. Customer agrees: (a) not to remove any notices in the Work Products or any copies thereof; and (b) not to sell, transfer, rent, lease, time share or sublicense the Work Products to any third party.

3.5 OWNERSHIP. DataBank and/or its suppliers own the Software, Innovations and Work Products, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software and Work Products. The Software and Work Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software, Innovations or Work Products are transferred to Customer.

Customer agrees that nothing in this Agreement or associated documents gives it any right, title or interest in the Software, Innovations or Work Products, except for the limited express rights granted in this Section 3. THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

3.6 LIMITED WARRANTY OF SUPPORTED SOFTWARE AND WORK PRODUCTS.

REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.7 INFRINGEMENT INDEMNIFICATION.

REFER TO THE CURRENT VERSION OF THE SOFTWARE DEVELOPERS' END USER LICENSE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

3.8 U.S. GOVERNMENT END USERS. Only if End User is a United States Federal entity, the terms and conditions of this Agreement shall pertain to the Government's use and/or disclosure of the Software of the Work Products, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this Agreement and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software and Work Products to DataBank. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software, Work Products or Documentation by the Government is subject solely to the terms of this Agreement, as stated in DFARS 227.7202, and the terms of this Agreement shall supersede any conflicting contractual term or conditions.

4. **PROFESSIONAL SERVICES**.

4.1 REQUEST. Customer may request Professional Services from DataBank at any time during the term of this Section 4. If DataBank agrees to provide such Services, the parties will create a SOW for the applicable project. Nothing in this Agreement shall require either party to enter into any particular SOW; provided, however, that if Customer requests a Professional Services project which the parties agree will require less than eight (8) working hours of Professional

Services, with all such Professional Services expected to be provided on a single day, then the parties may mutually agree to proceed with the requested Professional Services project upon Customer's submission of a written purchase order, specifying the nature and scope of such Professional Services, and DataBank's acceptance of such purchase order. A particular SOW will become effective and binding between the parties only upon execution thereof by authorized representatives of both parties. Each SOW may contain such additional information and provisions as the parties deem necessary, including, as appropriate, a description of the Professional Services; a schedule for the performance of the Professional Services and any milestones associated therewith; the identification of any Work Products; a description of the parties' responsibilities; and a description of the Professional Services Fees, which will be consistent with the pricing proposal. The parties acknowledge and agree that this Agreement is a Contract Document and part of Statewide Contract No. 1013. Contract Documents take the precedence outlined in Section A.5.2 of the Solicitation.

4.2 PERFORMANCE; DELAYS. DataBank agrees to provide the Professional Services described in each SOW. If any delays in such Professional Services occur solely as a result of any incorrect information or assumption (as such items are described in Section 4.3 of these General Terms and Conditions) or failure of Customer to perform or fulfill its obligations in connection with any SOW, the performance schedule for the affected Professional Services under the applicable SOW shall be extended up to the extent of any such delays. Any costs or expenses incurred by Customer resulting directly or indirectly from such delays shall be borne and paid solely by Customer and DataBank shall have no liability or responsibility for such costs or expenses. In the event that performance of any milestone set forth in any SOW is not met due to a delay solely caused by DataBank, and provided that such cause is not an event of force majeure as described in Section 11 of these General Terms and Conditions, DataBank agrees to commit such additional resources and personnel as shall be necessary to ensure that such delay does not result in the slippage of later milestones or completion of such Professional Services.

4.3 INFORMATION AND ASSUMPTIONS. The description of Professional Services in each SOW, including the performance schedule, any Work Products and Professional Services Fees, will be based upon information Customer provides to DataBank and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, DataBank's ability to provide the Professional Services, meet the performance schedule set forth in the SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected. All fees in any SOW will be set in accordance with the submitted pricing proposal.

4.4 CHANGES TO SOW. During the performance of Services, DataBank or Customer may, at any time prior to acceptance, reasonably request a change to any SOW. Any requested change that the parties mutually accept (a "Change") will be agreed to in a writing signed by both parties that specifically references the relevant SOW. With respect to each Change, DataBank will promptly prepare and provide to Customer a proposed change order identifying the reasonably anticipated impact and setting forth any applicable adjustments in the performance schedule or Professional Services Fees under the relevant SOW. If, in DataBank's commercially reasonable judgment, any Change requested by Customer requires DataBank to perform additional discovery and design Professional Services in order to assess the impact of such proposed Change and prepare and provide the proposed change order described above, then the parties shall use commercially reasonable efforts to mutually agree upon a schedule for such additional discovery and design Professional Services and Professional Services Fees for such additional discovery and design Professional Services. Such Professional fees will be in accordance with the submitted pricing proposal. By request of Customer, DataBank will continue performing Professional Services in accordance with the applicable SOW until the parties mutually

agree to the proposed change order, at which time such proposed change order will become a "Change Order" for all purposes of this Agreement. In the event the parties are unable to mutually agree upon a proposed change or a proposed change order, and such proposed change relates to a material component of the project that is the subject of the relevant SOW, either party may terminate such SOW upon not less than thirty (30) days advance written notice to the other party.

4.5 CUSTOMER'S OBLIGATIONS.

(a) Assistance and Obligations. Customer agrees that it will cooperate with and assist DataBank in the performance of Professional Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant SOW. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 4.5(a) and the relevant SOW, DataBank's ability to provide such Professional Services, meet the performance schedule set forth in such SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.

(b) Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests DataBank to perform Professional Services on or with respect to any third party software, Customer represents and warrants to DataBank that Customer has all necessary rights to allow DataBank to do so.

(c) Protection of Customer's Systems. CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES.

(d) Safe Work Environment. Customer will be responsible for and shall ensure that while DataBank employees, agents or subcontractors are on Customer's premises, all proper and legal health and safety precautions are in place and fully operational to protect such persons.

5. **MAINTENANCE AND SUPPORT FOR SUPPORTED SOFTWARE AND RETIRED SOFTWARE**.

5.1 PURCHASE ORDERS. Customer shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement under this Section 5 applicable to each Supported Software or Extended Support Software module. Each such purchase order shall be subject to acceptance or rejection by DataBank.

5.2 MAINTENANCE AND SUPPORT TERMS. DataBank will provide Maintenance and Support as follows:

(a) Technical Support Services.

(1) During the hours of 8:00 a.m. to 8:00 p.m., Eastern Standard Time, Monday through Friday, excluding holidays, or as otherwise provided by DataBank to its direct customers for Maintenance and Support in the normal course of its business ("Regular Technical Support Hours"), DataBank will provide telephone or online Technical Support Services related to problems reported by Customer

and associated with the operation of any Supported Software or Extended Support Software, including assistance and advice related to the operation of the Supported Software or Extended Support Software. Only a Certified Software Employee or Qualified Employee (who shall be an applicable employee to make requests or reports related to Maintenance and Support only during a transitional period when Customer does not have a Certified Software Employee as required under Section 5.4(c)) of Customer shall make a request or report a matter requiring Technical Support Services under this Section 5.2(a).

(2) Technical Support Services are not available for Retired Software.

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Customer and which are confirmed by DataBank and/or developer, in the exercise of its reasonable judgment, DataBank and/or developer, will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. DataBank shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Customer. DataBank and/or developer, may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Customer to implement an Upgrade and Enhancement to the version selected by DataBank and/or Developer in order to obtain the correction. Only a Certified Software Employee or, if applicable, Qualified Employee of Customer shall make a request or report on a matter requiring Error Correction Services under this Section 5.2(b).

(2) Error Correction Services are not available for Extended Support Software or Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) Technical Support Services. In requesting Technical Support Services, Customer will report any problems or questions related to the operation of any Supported Software or Extended Support Software in accordance with DataBank's then-applicable reporting policies. DataBank's current policies require Customer to report such a problem or question only during Regular Technical Support Hours and either by telephone, using DataBank's regular technical support telephone line (866-590-5545), or by e-mail, using DataBank's regular technical support e-mail address (support@databankimx.com).

(2) Error Correction Services. In reporting any suspected Errors in Supported Software, Customer shall provide prompt notice of any Errors in Supported Software discovered by Customer, or otherwise brought to the attention of Customer, in accordance with DataBank's then current policies for reporting of Errors. DataBank's current policies require Customer to report Errors by telephone using DataBank's regular technical support telephone line (866-590-5545) or by e-mail using DataBank's regular technical support e-mail address (support@databankimx.com). If requested by DataBank, Customer agrees to provide written documentation of Errors to substantiate the Errors and to assist DataBank in the detection, confirmation and correction of such Errors.

(d) Upgrades and Enhancements.

REFER TO THE CURRENT VERSION OF THE SOFTWARE MAINTENANCE AGREEMENT FOR THE RELEVANT SOFTWARE PRODUCT.

5.3 EXCLUSIONS.

(a) Generally. DataBank is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than DataBank unless such activities are executed exactly as directed by DataBank; (2) in connection with any Error if DataBank has previously provided corrections for such Error which Customer fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by DataBank or Developer), hardware or any system or networking utilized by Customer; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) if any party other than DataBank, or an authorized subcontractor specifically selected by DataBank, has provided any services in the nature of Maintenance and Support to Customer with respect to the Software.

(b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products delivered under Section 4 or any SOW. If Customer requires assistance or support regarding the operation or use of the Software APIs or any Work Products, Customer may request Professional Services and the parties may agree to enter into a SOW for such Professional Services in accordance with Section 4.1 of these General Terms and Conditions.

(c) Excluded Software and Hardware. This Agreement does not govern, and DataBank shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Customer from DataBank.

5.4 CERTAIN OTHER RESPONSIBILITIES OF CUSTOMER.

(a) Operation of the Software and Related Systems. Customer acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Customer shall make available reasonable access to and use of Customer's premises, computer hardware, peripherals, Software and other software as DataBank deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support Services. Such right of access and use shall be provided at no cost or charge to DataBank.

(c) Certified Software Employee. Customer agrees to use commercially reasonable efforts at all times during the term of this Section 5 to maintain on its staff at least one (1) Certified Software Employee.

5.5 PROFESSIONAL SERVICES FOR PROJECTS NOT COVERED BY TECHNICAL SUPPORT SERVICES OR ERROR CORRECTION SERVICES. If Customer requests (a) Technical Support Services or Error Correction Services that DataBank is not obligated to provide, and DataBank nevertheless agrees to provide such requested Services, then in any such case Customer agrees that such Services shall not be covered by this Section 5 or the Annual Maintenance Fees and such Services only shall be engaged pursuant to a SOW and Professional Services engagement under Section 4 of these General Terms and Conditions.

6. **LIMITED WARRANTY FOR SERVICES**.

For a period of ninety (90) days from the date of completion of Professional Services, Technical Support Services or Error Correction Services, DataBank warrants to Customer that such Services have been performed in a good and workmanlike manner and substantially according to industry standards. Provided that, within the 90-day period referred to above, Customer notifies DataBank in writing of any non-conformity of such Services to the foregoing limited warranty, DataBank will use commercially reasonable efforts to re-perform the non-conforming Services in an attempt to correct the non-conformity(ies). If DataBank is unable to correct such non-conformity(ies) after a reasonable period of time, Customer may (a) in the case of Professional Services, terminate the SOW under which the non-conforming Services have been performed, in which event DataBank will refund to Customer any portion of the Professional Services Fees under such SOW relating directly to such non-conforming Professional Services paid prior to the time of such termination; or (b) in the case of Technical Support Services or Error Correction Services, exercise its termination rights under Section 10.2 of these General Terms and Conditions. This warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Customer or a third party or failure of Customer to perform and fulfill its obligations under this Agreement.

7. **DISCLAIMER OF OTHER WARRANTIES**.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 3.4 AND 6 OF THESE GENERAL TERMS AND CONDITIONS, DataBank MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. DataBank DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. DataBank DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. DataBank DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS AND SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

(c) No oral or written information given by DataBank, its agents, or employees shall

create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, and is signed on behalf of DataBank by a corporate officer.

8. **LIMITATIONS OF LIABILITY**.

8.1 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF DataBank, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATIONWHEN SUCH FILES, DATA OR PROGRAMS ARE HOSTED BY THE STATE ONLY , EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

8.2 EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, DATABANK AND ITS SUPPLIERS' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED (1) IN ANY INDIVIDUAL CASE, THE AMOUNT THAT HAS BEEN ACTUALLY PAID BY CUSTOMER TO DataBank UNDER THIS AGREEMENT OR APPLICABLE SOWS WITH RESPECT TO THE TRANSACTION TO WHICH SUCH CLAIMS, LOSSES OR DAMAGES ARE RELATED; AND (2) IN THE AGGREGATE, THE LESSER OF (1) $1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, EDUCATION SERVICE FEES AND ANNUAL MAINTENANCE FEES PAID BY CUSTOMER TO DataBank UNDER THIS AGREEMENT DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY CALCULATED PURSUANT TO THIS SECTION 8.2 SHALL NOT INCLUDE PROCEEDING EXPENSES ADWARDED TO CUSTOMER PURSUANT TO SECTION 12.2 BELOW. PROCEEDING EXEPENSES ARE ADDITIONAL RELIEF NOT SUBJECT TO THE LIMIATIONS OF LIABLITY AS PROVIDED BY SECTION 8.2.

8.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF SECTIONS 8.1 AND 8.2 ABOVE, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S BREACH OF SECTION 9 OF THESE GENERAL TERMS AND CONDITIONS (CONFIDENTIAL INFORMATION), ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S BREACH OF SECTION 3.2 OR 3.3 OF THESE GENERAL TERMS AND CONDITIONS, DAMAGES ARISING FROM OR RELATED TO PROPERTY DAMAGE, BODILY INJURY OR DEATH INTENTIONALLY CAUSED BY SUPPLIER; DATA SECURITY AND BREACH NOTIFICATION OBLIGATIONS SET FORTH IN THE CONTRACT; THE BAD FAITH, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUPPLIER OR ITS EMPLOYEES AGENTS AND SUBCONTRACTORS; OR OTHER ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY.

9. **CONFIDENTIAL INFORMATION**.

9.1

By virtue of the Agreement, Customer may be exposed to or be provided with certain confidential and proprietary information of Supplier. Supplier shall clearly mark any such information as confidential. ("Confidential Information"). Customer is a state agency and

subject to the Oklahoma Open Records Act and Supplier acknowledges information marked Confidential Information will be disclosed to the extent permitted under Customer's Open Records Act and in accordance with this section. Customer agrees to use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Client will not use Supplier's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement.

Exceptions. Information shall not be considered Confidential Information to the extent such information (i) is or becomes generally known or available to the public through no fault of the Client; (ii) was in the Client's possession before receipt from Supplier; (iii) is lawfully obtained from a third party who has the right to make such disclosure; or (iv) has been independently developed by Customer without reference to any Confidential Information.

Compelled Disclosure. In the event that Customer is requested or required by legal or regulatory authority to disclose any Confidential Information, Customer shall promptly notify Supplier of such request or requirement so that Supplier may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, Customer agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand.

10. **TERM; TERMINATION; SURVIVAL OF PROVISIONS AFTER EXPIRATION OR TERMINATION**.

10.1 TERM.

(a) Term of Maintenance and Support under Section 5. DataBank will not have any obligation to provide any Services described in Section 5 of this General Terms and Conditions, unless and until Customer has paid DataBank's invoicing of Annual Maintenance Fees for such renewal maintenance periods in compliance with section A.14 of the Solicitation. Notwithstanding anything to the contrary, the term of Section 5 shall immediately terminate at the time the version of the Software licensed by Customer and in use in its production environment becomes Retired Software.

10.4 SURVIVAL OF CERTAIN PROVISIONS.

(a)Survival of Certain Obligations.

(1) Generally. Termination of any of Section 4 of these General Terms and Conditions, Section 5 of these General Terms and Conditions or of this Agreement in its entirety, or of any SOW, will not discharge or otherwise affect any pre-termination obligations of either party existing under this Agreement or such SOW at the time of termination. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Sections 3.3, 3.6, Section 7, Section 8, Section 9, this Section 10 and Section 12 of these General Terms and Conditions.

(1) Pending SOWs. Unless any pending SOWs are also expressly terminated as permitted by this Contract, upon termination of Section 4 of these General Terms and Conditions for any reason, all SOWs then in effect hereunder shall continue in accordance with their terms, in which case such Section 4 shall continue in effect with respect to such pending SOWs until the completion of such SOWs.

(3) Upon Termination of SOWs. In the event of termination of any SOW, Customer shall pay DataBank the amounts specified in such SOW relating to Professional Services performed by DataBank prior to and including the date of termination. Additionally, all property of each party in possession of the other party relating to such SOW shall be returned, including, without limitation, any Work Products provided to Customer by DataBank under such SOW but not yet fully paid for by Customer. For Work Product not fully paid and required by Customer, DataBank and Customer will mutually agree on the terms under which Customer may continue its use of the Work Product. Subject to the termination of this Agreement in its entirety, Customer may keep any Work Products it has paid for in full.

11. **FORCE MAJEURE**.

No failure, delay or default in performance of any obligation of a party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; viruses; or the act, negligence or default of the other party) and without negligence or willful misconduct of the party otherwise chargeable with failure, delay or default. Either party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other party. This Section 11 shall in no way limit the right of either party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a party under this Agreement is postponed or extended pursuant to this Section 11 for longer than ninety (90) calendar days, the other party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in DataBank's systems or any of Databank's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Databank's systems; or (b) the delay or failure of DataBank or subcontractor personnel to perform any obligation of DataBank hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses DataBank confidentiality, indemnification or data security and breach notification obligations set forth herein.

12. **GENERAL PROVISIONS**.

12.1 GOVERNING LAW; JURISDICTION. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Oklahoma. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall vest exclusively in state courts of general jurisdiction located in Oklahoma.

12.3 INTERPRETATION. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine,

feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

12.4 WAIVER. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

12.5 INTEGRATION. This Contract, including any and all exhibits and schedules referred to herein and any SOWs, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Contract may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Contract in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect unless expressly agreed to in writing by both parties.

12.6 NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when actually deliveredby either (1)(A) certified U.S. mail, or (C) reputable, national overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

12.7 BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns, DataBank may not assign, transfer or sublicense all or part of this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of the Customer; provided that such consent shall not be unreasonably withheld in the case of any assignment or transfer by DataBank of this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of such party's assets that assumes in writing all of such party's obligations and duties under this Agreement. Any assignment made without compliance with the provisions of this Section 12.7 shall be null and void and of no force or effect.

12.8 SEVERABILITY. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

12.9 SUBCONTRACTING. DataBank may subcontract all or any part of the Services only with the prior written consent of Customer, which consent shall not be unreasonably withheld. DataBank shall remain responsible to Customer for the provision of any subcontracted Services.

12.10 INDEPENDENT CONTRACTOR. The parties acknowledge that DataBank is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing any Services.

12.11 INTENTIONALLY OMITTED.

12.12 INTENTIONALLY OMITTED.

12.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

12.14 EXPENSES. Except as otherwise specifically provided herein, each party shall bear and pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

12.15 THIRD PARTIES. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

ATTACHMENT B

CERTIFIED SOFTWARE EMPLOYEE REQUIREMENTS

A Certified Software Employee for technical support and advice related to the operation or use

of is:

- With respect to the Software generally, a certified system administrator, as defined by the Software manufacturer.

- With respect to specialized Software modules, in which the vendor offers additional certifications, a certified administrator for the specialized module.

- With respect to the Software Application Programming Interfaces specifically, an OnBase Certified System Administrator or an employee of Customer who is OnBase API Certified.

The education and certification requirements for each certified status identified above are set forth on DataBank's training web site: https://training.onbase.com.

QUALIFIED EMPLOYEE REQUIREMENTS

"Qualified Employee" means, if Customer at any time does not have a Certified Software Employee, then an employee of Customer that fulfills the following knowledge and reporting requirements in connection with any communication to DataBank for Maintenance and Support:

(a) is at the computer where the Error or problem that is being reported occurred or has viewed captured screen shots of all error messages appearing on the computer where the Error or problem that is being reported occurred;

(b) knows and reports the version of the Supported Software that Customer is using;

(c) knows and reports any hardware interacting with or impacting the efficiency or effectiveness of the Supported Software;

(d) knows and reports any third-party software interacting with or impacting the efficiency or effectiveness of the Supported Software;

(e) knows and reports any recent changes to any hardware or third-party software described in clause (c) and (d) above;

(f) knows and reports the wording of any "error messages" or other messages that appeared on the computer screen; and

(g) knows and reports what happened, step-by-step, when the Error or problem occurred and any steps completed to attempt to rectify the Error or problem.

Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The **Maintenance and Support Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **DataBank IMX LLC** or discussed by the parties.

DATABANK ONBASE® MAINTENANCE/SUPPORT AGREEMENT

RECITALS:

A. Service Provider is an authorized Reseller of Hyland Software, Inc., the Software Development Company ("SDC"). Service Provider has marketed one or more SDC OnBase® Information Management System software modules to Licensee;

B. Licensee has licensed that software pursuant to the terms of an OnBase® End User License Agreement;

C. Licensee desires to obtain, and Service Provider is willing to provide, maintenance and technical support services for those software modules and the delivery and installation of SDC's generally released upgrades and enhancements to that software;

NOW, THEREFORE, the parties mutually agree as follows:

1. DEFINED TERMS.

The following capitalized terms have the meanings set forth below whenever they are used in this Agreement:

(a) Documentation. "Documentation" means electronic on-line material, including user manuals, provided by SDC for the Software that relate to the functional, operational, or performance characteristics of the Software.

(b) Error. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the current Documentation provided by SDC.

(c) EULA. "EULA" means the OnBase® End User License Agreement executed by Licensee to obtain a license to several SDC software modules and any written amendments and modifications to that Agreement that are binding on Licensee.

(d) Holidays. "Holidays" means the days set aside as holidays by the US Government, as amended from time to time.

(e) Maintenance Services. "Maintenance Services" means all professional services provided under this Agreement by Service Provider assisting Licensee in identifying bugs in the Software (as defined below) to be fixed by installing upgrades and enhancements to the Software and providing help-desk services. The Service provider will provide the Maintenance Services described in Section 2(d).

(f) Software. "Software" means (1) the current released version of the computer software licensed by Licensee from Hyland Software, Inc. from time to time under the EULA (the initial list of which is included on Exhibit A attached hereto), and (2) at any time after Service Provider has delivered to Licensee a new version of such computer software as an Upgrade and Enhancement under this Agreement, the released version of such computer software last released prior to the current released version; provided, that the Software will not include any prior released version of such computer software that has been superseded for more than two (2) years (as determined from the date that Hyland Software, Inc. first announced publicly, through its web site or otherwise, the general release of the next later version of such computer software) by any later released version of such computer software.

(g) Support Services: "Support Services" means professional services provided by Service Provider assisting in the resolution of Licensee's errors in use of the software, responding to Licensee's questions on the use of the Software, providing consulting services, helping Licensee augment its use of the System, by, for example, adding new document types, applications, or indexing capabilities, but will not include any alteration or modification of the Software.

(h) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes, and additions to the Software that SDC commercially releases to its end users generally during the term of this Agreement to correct deficiencies or enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.

2. MAINTENANCE AND SUPPORT SERVICES.

(a) Generally. Service Provider will promptly after receipt of proper written or electronic mail notice from Licensee, in accordance with Section 4(c) of this Agreement and Service Provider's current Error reporting procedures: (1) use its best efforts to correct any properly reported Error(s) in the Software confirmed by SDC in the exercise of their commercially reasonable judgment; and (2) upon the request of Licensee, provide technical support and assistance and advice related to the operation and use of the Software by Licensee. Service Provider will report the suspected Error to SDC for confirmation. Service Provider will attempt to correct confirmed Errors within 4 normal hours after receiving confirmation from SDC of the Error. If a contracted third party

performs analysis, development, upgrades, etc. the contracted third party to provide support for their efforts and participate in troubleshooting that requires Service Provider's involvement. Licensee must open cases with Service Provider providing items detailed in sub-section (d).

(b) Availability of Maintenance Services and Support Services. Service Provider will provide Maintenance Services and Support Services during the hours of 8:00 a.m. to 8:00 p.m., Eastern Standard Time, Monday through Friday, excluding Holidays ("normal hours"). Licensee understands that Service Provider will first attempt to resolve any problem by telephone and remote connectivity. Service Provider will only be required to provide on-site Maintenance Services and/or Support Services in accordance with Sections 2(b) and 2(e) after telephone and remote support have not resolved the problem. If Licensee experiences a Level I Error (as defined below) situation outside of normal hours, Licensee may contact Service Provider 24 hours per day, seven days per week, by calling Service Providers regular telephone Maintenance Services number (866-590-5545) and using Service Providers after-hours issue reporting system. Service Provider reserves the right to notify Licensee that it is making unauthorized (an Error that cannot be categorized as a Level I Error) use of after-hours Maintenance Services and to terminate the provision of after-hours Maintenance Services. Licensee will be informed by Service Provider or SDC at the time of a call if that call is considered an unauthorized call (and will be informed of the reasons supporting such determination) and Licensee will have the opportunity to request a review of the determination or terminate the call and delay Maintenance Services until normal hours on the next business day. Support Services will only be available during normal hours unless otherwise agreed to in writing.

(c) Service Provider and SDC Access. Licensee acknowledges and agrees that Service Provider and SDC require on-line access to the Software installed on Licensee's systems in order for Service Provider and SDC to provide Maintenance and Support Services. To provide the necessary access, Licensee will install, secure, and maintain, at Licensee's sole cost and expense, a functional equivalent similar GoToMeeting. TeamViewer or WebEx or a mutually approved method provided by the Licensee, to facilitate Service Provider's on-line Maintenance Services and/or Support Services.

(d) Response to Failures, Access Problems and Errors. Licensee's providing Service Provider with a written Error Report is a prerequisite to Service Provider's responding to system failures, access problems, performance failures, and Errors. The Error Report must include a written or electronic mail explanation of the software routines employed when the problem occurred, and any available documentation of the Error, including, but not limited to, screen prints of all system errors, error messages, time of error, and any other information Service Provider reasonably requires. The Licensee will also provide appropriate resources with knowledge of the business process, infrastructure and Software platform and configuration as needed for review of the Error Report. Reasonably promptly, after Service Provider receives the Error Report, Service Provider will

cooperate with Licensee in assigning an appropriate level and time of response to the situation and Service Provider personnel to assist Licensee in solving the problem. Licensee should refer to the Customer Support Guide for additional details and policies on receiving assistance from the Service Provider. The levels of problems, response times, and descriptions of the response for the levels of problem during normal hours are described in the following subparagraphs of this sub-section (d):

(1) Urgent / Level I

(A) Definition. Complete system failure and/or critical business function failure affecting 75% or more of users.

(B) Response. Service Provider will respond within one working hours after the later of receipt of the Error Report and agreement that this Level of response is needed and will assign resources within one working hour with Service Provider Professional Services Staff (hereinafter PSS) involvement until resolution. If hardware fails, Service Provider will provide PSS support within two working hours after Licensee's Servers become operational. Error reports meeting this severity are eligible for after-hours support as described in section (2) sub-section (b).

(2) High / Level II

(A) Definition. No system failure, but Licensee-users are intermittently unable to access or execute critical system functions affecting 50% or more of users.

(B) Response. Service Provider PSS will respond to Licensee within three working hours of receipt of the Error Report and agreement to this Level.

(3) Normal / Level III

(A) Definition. Application not performing per documentation but Licensee user can perform basic job functions with alternate procedures. Highest severity for issues outside of the Production environment.

(B) Response. Service Provider will respond within six hours of Service Provider's receipt of the Error Report. Service Provider will provide fixes within a reasonable time and Licensee will be informed when fixes will be provided.

(4) Low / Level IV

(A) Definition. Application performing per documentation but Licensee has question to change basic job functions or seek guidance on alternate procedures.

(B) Response. Service Provider will respond within one working day of Service Provider's receipt of the Error Report. Service Provider will provide fixes within a reasonable time and Licensee will be informed when fixes will be provided.

(e) On-Site Services. Upon Licensee providing remote access and a reasonable written request following Service Provider's reasonable efforts to resolve the problems by telephone or remotely, and submission of an Error Report, Service Provider will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Error(s) involving a critical function of the Software that is not functioning in a production environment. On-site Maintenance Services and/or Support Services will commence as soon as feasible, after Service Provider receives the Error Report, but in no event more than two business days after the agreement of the Service Provider and Licensee that this issue cannot reasonably be resolved remotely. Licensee may purchase additional on-site Support Service, if desired, in accordance with Section 5(c).

(f) Improper Maintenance or Use. Service Provider is not responsible for providing, or obligated to provide, Maintenance Services and/or Support Services or Upgrades and Enhancements under this Agreement if: (1) the Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by SDC; (2) the Error has been previously corrected by Service Provider or SDC; (3) the Error or problems have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third-party software (other than third-party software bundled with the Software by SDC), hardware or any system or networking utilized by Licensee; (4) the Software or related software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (5) any party other than Service Provider or SDC has provided any services in the nature of Maintenance Services and/or Support Services to Licensee with respect to the Software.

(g) Hardware. The service maintenance agreement for any hardware that is used in accordance with the Software, and acquired from Service Provider, will be covered in Addendum A, if applicable.

3. UPGRADES AND ENHANCEMENTS.

(a) Obligation to Provide Upgrades and Enhancements. In accordance with SDC's then current policies, Service Provider will timely provide to Licensee all Upgrades and Enhancements to the Software released by SDC during the term of this Agreement. Licensee acknowledges and agrees that SDC has the right, at any time, to change: (1) the specifications and operating characteristics of the Software and (2) SDC's policies respecting Upgrades and Enhancements and their release to end users. Any Upgrades and Enhancements to the Software and Documentation are proprietary to SDC, are the sole and exclusive property of SDC, and are subject to all of the restrictions, limitations and protections of the EULA. All rights to patents, copyrights, trademarks,

other intellectual property rights, applications for those rights and trade secrets in the Software and Documentation and any Upgrades and Enhancements are the exclusive property of SDC.

(b) Completion of Upgrade. If contracted by Licensee to do so under an approved Statement of Work, Service Provider will install upgrades provided to Licensee according to the current established change management procedures currently in effect by Licensee. Service Provider's obligation to complete the Upgrade ends after Service Provider notifies Licensee in writing or electronic mail that it has completed the Upgrade, and the Software and Upgrade operate without any Errors for 24 hours after that notification is given. This written notice will require acceptance by Licensee by signed form or electronic mail. Service Provider's services including the correction of Errors occurring after its obligation to complete the Upgrade has ended, will be part of its Maintenance and Support Services described in Section 2 and its sub-sections.

4. LICENSEE'S RESPONSIBILITIES.

(a) Operation of the Software. Licensee acknowledges and agrees that it is solely responsible for the day-to-day operation, supervision, management and control of the Software, including, but not limited to, providing training for its personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use. In addition, Licensee is solely responsible for its data, its database, and for maintaining suitable backups of the data and database to prevent data loss if hardware or software malfunctions. Service Provider and SDC shall have no responsibility or liability for Licensee's selection or use of the Software or any hardware, third-party software or systems.

(b) Licensee's Implementation of Error Corrections and Upgrades and Enhancements. To maintain the integrity and proper operation of the Software, Licensee agrees to implement all Error corrections and Upgrades and Enhancements, in the manner instructed by Service Provider. Licensee's failure to properly implement any Error corrections or Upgrades and Enhancements relieves Service Provider of any responsibility or liability for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement. In no event will Licensee be relieved of the responsibility for the payment of fees and charges otherwise properly invoiced during the term hereof.

(c) Notice and Documentation of Errors. Licensee will provide Service Provider with written or electronic mail notices of any Errors containing the information to be included in the Error Report described in Section 2(d) and any other information required by Service Provider's policy for Error Reports in effect at the time Licensee discovers or learns of an Error.

(d) Access to Premises and Systems. During Licensee's normal business hours (or after hours if agreed to in writing before-hand by both parties), Licensee will allow Service Provider, and if Service Provider retains SDC to assist, SDC reasonable access to and use of Licensee's premises, computer hardware, peripherals,

Software and other software as may be necessary to diagnose and correct any Errors or to otherwise provide Maintenance Services and/or Support Services. Licensee will provide that access and use at no cost or charge to Service Provider or SDC. Service Provider and SDC will follow all Licensee's reasonable guidelines for such access.

(e) Copyright and Confidentiality. Licensee agrees that any source code for software created and provided to Licensee by Service Provider is the property of Service Provider. Service Provider retains all rights to copyright and any other intellectual property rights with respect to that software. Licensee further agrees to maintain the confidentiality and not to disclose any of the source code, object code or documentation of that software to anyone and not to use any of that software for any purpose other than operating the Software modules provided under the EULA. Upon termination of this Agreement, the EULA, or the OnBase Software Maintenance Agreement Licensee will retain ownership and full use rights of the then purchased and licensed Software modules without rights to copy, distribute, or modify the source code, object code or documentation to that software.

5. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees.

(1) Generally. Licensee will pay Service Provider Annual Maintenance Fees in accordance with the pricing proposal. Service Provider will not have any obligation under this Agreement unless, and until, Licensee submits a written purchase order for this Agreement on Licensee's form, in the amount of the initial annual maintenance fees simultaneously with Licensee's submission of its purchase order for the license of the Software under the EULA.

(d) U.S. Dollars. Licensee's payments will be made in U.S. dollars.

(e) Taxes and Governmental Charges. Unless Licensee is tax exempt, Licensee will also pay all taxes and governmental charges, however designated, that are levied or imposed by reason of the transactions described in this Agreement, including, but not limited to, sales and use taxes, excise taxes, and customs duties or charges, but Licensee will not be required to pay Service Provider's franchise taxes or any taxes on Service Provider's income.

6. REMEDIES.

If Licensee defaults in paying any amounts due, and that default continues for at least 30 calendar days after the due date, Service Provider has the right to cease to provide any Support Services, Maintenance Services, and Upgrades and Enhancements to Licensee unless and until the default, and any and all other defaults by

Licensee under this Agreement, are cured. This remedy is in addition to any other remedies that Service Provider has in law or in equity.

7. LIMITED WARRANTY.

(a) Limited Warranty of Services. Service Provider warrants that the Maintenance Services and Support Services it provides will be performed in a good and workmanlike manner and consistent with industry standards. In order to assert any claim that any Maintenance Services and/or Support Services fail to conform to this limited warranty, Licensee must notify Service Provider in writing of its claim within **90 days** after the date the alleged non-conforming Services are completed. If, after timely notice from Licensee, the Maintenance Services and/or Support Services in question are determined not to conform to this limited warranty Service Provider will use commercially reasonable efforts to re-perform the nonconforming Services in an attempt to correct the nonconformity. If Service Provider is unable to correct the nonconformity after a reasonable period of time, Licensee may terminate this Agreement in accordance with Section 9(b)(3)(B). This warranty specifically excludes non-performance issues caused as a result of any circumstances described in Section 2(f), incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA governs any limited warranty or disclaimers relating to the Software itself and Upgrades and Enhancements of the Software provided to Licensee under this Agreement; no warranty is given under this Agreement with respect to Upgrades and Enhancements. Service Provider's warranties in this Agreement relate solely to services provided under this Agreement and the warranties of the Software or the Upgrades and Enhancements, if any, are warranties of SDC either in the EULA or in another writing expressly authorized by SDC.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7(a), SERVICE PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE SERVICES OR SUPPORT SERVICES, ANY SOFTWARE OR ANY UPGRADES AND ENHANCEMENTS PROVIDED UNDER THIS AGREEMENT. SERVICE PROVIDER DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SERVICE PROVIDER DOES NOT WARRANT THAT ANY MAINTENANCE SERVICES AND SUPPORT SERVICES, SOFTWARE OR UPGRADES AND ENHANCEMENTS PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR UPGRADES AND ENHANCEMENTS WILL BE UNINTERRUPTED.

8. INTENTIONALLY OMITTED.

9. TERM, RENEWAL AND TERMINATION.

(a) Early Termination.

(1) Automatic. This Agreement terminates automatically, without any other or further action by either party, immediately upon any termination of the EULA.

(c) Effect of Termination.

(1) Survival of Obligations. The termination of this Agreement will not discharge or otherwise affect any obligations of either party existing under the Agreement before, or at the time of termination. The provisions of this Agreement which by their nature extend beyond the termination of the Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 5(e), Section 7(c), Section 8, Section 9, Section 10, Section 11 and Section 12.

(3)

10. INTENTIONALLY OMITTED.

11. NOTICES

All communications or notices required or permitted to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or made if: (a) delivered in person or by courier (e.g., Federal Express), (b) deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested to the intended recipient at the address and/or the telecopy number set forth below:

Service Provider:

DataBank IMX, LLC
Attn: Office of the CFO
620 Freedom Business Center
King of Prussia PA 19406
Fax (866) 910 6513

Licensee:

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

And

Chief Information Security Officer

3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

All communications and notices shall be effective upon delivery in person or by courier, or after date of delivery by certified mail. Any party may change his, her, or its address by giving notice in writing, stating his, her or its new address and/or telecopy number to all of the other parties in the foregoing manner.

12. **GENERAL PROVISIONS.**

(a) Choice of Law. The enforcement, performance, discharge, lack of performance, and formation of this Agreement is governed by, and construed and enforced in accordance with, the law of the State of Oklahoma regardless of any conflict-of-law rules to the contrary.

(b) Jurisdiction. Any action, suit or proceeding arising out of this Agreement must be brought and maintained in one of the state courts of general jurisdiction located in Oklahoma.

(c) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and will not in any way limit or affect the meaning or interpretation of any of its terms. All defined terms in this Agreement are deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby," "hereinafter" and similar terms refer to all provisions of this Contract.

(d) Waiver. No waiver of any right or remedy on one occasion by either party is a waiver of that right or remedy on any other occasion.

(e) Integration. This Contract, including any and all exhibits, attachments and schedules referred to herein set forth the entire agreement and understanding between the parties pertaining to its subject matter and merges all prior discussions between them about that subject matter. Neither party is bound by any condition, definition, warranty, understanding or representation with respect to the subject matter of this Contract if it is not in this Contract. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement is not to be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties.

(f) Severability. If any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, that court has the power and is hereby

authorized and directed, to limit the scope, duration or area of applicability, or all of them of that term or provision, so that it is no longer overly broad and to enforce the provision as limited by that court. Subject to the preceding sentence, if any provision of this Agreement is held to be invalid or unenforceable for any reason, the invalidity or unenforceability will apply only to that provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Service Provider is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance Service and Support Services.

(h) Export. All parties agree to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(i) U.S. Government Restricted Rights. The Software and Upgrades and Enhancements are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the rights in Technical Data and Computer Software clause at DFAR 252.227-7013 and the Commercial Computer Software Restricted Rights FAR 52.277-19(c)(1) and (2), as applicable. Manufacturer is Hyland Software, Inc., 28500 Clemens Road, Westlake, Ohio 44145.

Attachment D to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The **Statement of Work ("SOW")** is hereby amended as set forth below and supersedes all prior documents submitted by DataBank IMX LLC or discussed by the parties. The parties agree to use this **SOW** or a document substantially similar in the form of this **SOW.**

STATEMENT OF WORK

[CLIENT]

[PROJECT NAME]

4/10/2019

Prepared by:
DataBank IMX
www.databankimx.com

Table of Contents

1. Version Control

Document Attributes

Document Name	Statement of Work
Document Identifier	[Date]_[Client]_]Project]_SOW
Publish Date	4/10/2019
Salesforce URL	[Quote object URL]
Current Revision Number	0.1

End User Maintenance

Client Number	
Maintenance Status	
Expiration Date	

Revision History

Version Number	Date	Responsibility (Author)	Description
0.1	4/10/2019	Choose an item.	Initial draft

RACI Chart

Name	Position	*	R	A	S	C	I
Choose an item.	DataBank – National Practice Director	X		X	X		X
Adam Herrmann	DataBank – Senior Director of Professional Services	X		X	X		X
Choose an item.	DataBank – Director of Professional Services	X			X		X
Choose an item.	DataBank – Bid Manager		X				X
[INSERT NAME]	Choose an item.				X		X
[INSERT NAME]	[Client] - Project Sponsor	X				X	X

Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.

2. Introduction/Overview

[CLIENT] (hereinafter "Client") has engaged DataBank IMX (hereinafter "DataBank") to provide services to/for <insert more info>.

Client will be leveraging DataBank to implement and support the solution.

3. Objective

The objective of this document is to present the project scope, deliverables, assumptions, and professional service estimates for implementing the solution at Client. It will also serve to solicit approval from Client to move ahead with the described activities upon receipt of a signed copy.

4. Scope of Services

The scope of this project consists of planning, discovery, design, development, testing, training, and deployment activities associated with the implementation of the solution. Installation and/or configuration of OnBase components not listed or that exceed the documented numbers will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description
Discovery & Design	▪ Conduct Discovery sessions with Client Subject Matter Experts (SMEs) and technical experts from IT to identify business and technical requirements ▪ Draft Solution Design Document (hereinafter "SDD") and review with Client ▪ Client sign off on SDD
Implementation	▪ Development o OnBase Infrastructure Setup o Taxonomy ▪ Document type groups (up to #) ▪ Document types (up to #) ▪ Keywords (up to #) ▪ User security (up to # of groups) ▪ Custom queries (up to #) o Configure Foldering ▪ Up to (#) of Parent folders ▪ Up to (#) of child folders o Unity Form Configuration o Workflow Configuration ▪ Configure (#) Lifecycles with up to (#) Queues, (#) Ad-hoc tasks, (#) Notifications, and (#) Timers o Integration ▪ Configure Application Enabler for third party software (up to # screens) o Development review and solution demonstrations ▪ Testing

Activity	Description
	○ Create a test plan which will identify the testing cycles, dates, and assignments ○ Perform unit testing for basic OnBase functionality such as user login, scanning, retrieval, and storage ○ Create test scripts for Quality Assurance Testing (hereinafter "QAT") ○ QAT assistance and issue resolution ▪ Training ○ QAT training ○ Admin training ▪ 1 half-day training on basic solution components and knowledge transfer ○ Create training materials ○ End user training ▪ Production Deployment ○ Migration of solution to production ○ Go-live support ○ Create Client System Information document ○ Transition to support ▪ Project Management ○ Set up the project in the internal PSA system ○ Coordinate DataBank technical team personnel and schedules ○ DataBank will schedule a project kick-off meeting to introduce project resources and review the project plan with Client ○ Ongoing planning and coordination ○ Lead weekly status meetings with the project team ○ Preparation of weekly status reports ○ Status reporting to Client project manager ○ Project Plan management ○ Close management on project scope and limitation of change order requests

The following items have been discussed but are considered **out of scope** for this project:

Activity	Description
Implementation of OnBase in departments other than…	Activities related to the implementation of OnBase in departments other than… are out of scope and will require an approved change order.
Data Conversion	Work outlined in this SOW does not include data conversion from existing or legacy systems to OnBase. Out of scope items would include, but not limited to: data related to integration, content stored in other repositories, etc. If this is desired, an approved change order will be required.

Activity	Description
Custom Interfaces	Standard OnBase interfaces will be leveraged for this project. Customized web front-ends, applications, or web services are not in scope and will require an approved change order.
Integrations	Application integrations with OnBase will require a change order.
Activities not listed	Activities not listed in the in scope statement will require a change order.

5. Schedule / Period of Performance

The following table specifies the allowable time for project Activities. Schedule delays due to factors outside of DataBank control may result in a change order. Duration is based on standard work week of Monday through Friday. A DataBank project manager will be engaged for the full duration of the project.

Phase	Hours	Duration
Discovery & Design	0.0	0 day
Implementation	0.0	0 days
Total Project Duration	**0.0**	**0 days**

6. Compensation and Payment Schedule

DataBank will charge and bill services fees to Client for the Professional Services provided under this SOW in the following manner:

1. Choose an item.

Other than when payment terms are specifically delineated in a Master Services Agreement, Client agrees to pay for all services and products within thirty (30) days from the invoice date.

7. Pricing Breakdown

7.1 Professional Services Fees (Estimate) – Time and Materials

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Hours	Rate	Total Estimate
Discovery & Design	0.0	$205.00	$0.00
Implementation	0.0	$205.00	$0.00
Sub-Total	***0.0***	***$205.00***	***$0.00***
Travel & Expenses	N/A	N/A	$0.00
Contingency Reserve (20%)	0.0	$205.00	$0.00
Grand Total	**0.0**	**$205.00**	**$0.00**

All estimates of fees or time required to complete the project are **approximations** of the anticipated amount of time needed to complete the project. Client will be invoiced based on the amount of time actually required to complete the project.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process.

7.2 Professional Services Fees – Fixed Bid

The services rendered under this SOW will be delivered on a fixed fee basis. All Fixed Bid or Milestone projects will require a project initiation to commence project. From that point forward, DataBank shall invoice Client on completion or delivery of the following project related milestones.

Milestone	Deliverables	Fixed Bid
Discovery & Design	▪ Solution Design Document (SDD)	$0.00
Development	▪ Software Installation ▪ IM Solution Configuration	$0.00
Testing	▪ Functional Testing ▪ Issue Resolution	$0.00
Training	▪ Capture Training ▪ Forms Training ▪ OnBase Training	$0.00
Production Deployment	▪ Onsite Go-Live Support	$0.00
Project Management	▪ Project Kickoff ▪ Weekly Status Reports ▪ Support Handoff	$0.00
Sub-Total		***$0.00***
Contingency Reserve (20%)		$0.00
Grand Total		**$0.00**

Note: Fixed cost project. Client will be billed for the specific milestone amount upon completion of each milestone above. It is important to note that scope can change throughout the lifecycle of a project, requiring the use of DataBank change order process. DataBank recommends Client add a contingency reserve of 20% of total project estimate to account for change orders and additional requests.

8. Services Rendered and Timeline Estimation

The parties agree that any services described in this SOW that have been performed prior to the execution of this SOW by the parties nevertheless shall be covered by all terms and conditions of this SOW.

9. Non-Standard Time Policy

Professional Services are considered non-standard time if they belong to one of the following situations:

1. Work is being performed in the same time zone as DataBank Headquarters (CST) and the work falls outside of the standard business hours (Monday – Friday, 8:00 AM – 5:00 PM).
2. Work is being performed in a different time zone other than that of DataBank Headquarters (CST) and the work falls outside the hours of (Monday – Friday, 8:00 AM – 5:00 PM) in said time zone.

In certain circumstances, DataBank will perform work outside of standard business hours. DataBank will only charge a premium when Client has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

10. Change Order Policy

Change orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or project assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Purchase orders will be required for all mutually agreed upon billable changes. Any change orders that are agreed upon during the deployment phase can affect the project schedule. The project schedule will be updated and approved by Client as part of the change order process.

11. Required Documentation

The following documents are required prior to DataBank scheduling the start of the project and prior to any work being performed.

1. Purchase Order
2. Signed Statement of Work

12. Client Responsibilities

Client agrees that the following actions and project requirements will be solely owned and completed/provided by Client staff and Client resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Client responsibilities not provided during the project will result in a change order to account for increased project schedule, increase resource expenses, and increased operating expenses.

12.1 Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Client.

1. All applicable system servers are installed, tested, and properly working
2. All applicable operating software is installed, tested, and working properly
3. A network account with appropriate rights to the network and hardware is set up and made available to DataBank for both on-site and remote work.
4. Client will download all applicable OnBase software and place the software in a directory on the server(s) it will be installed on.
5. A work space will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
6. Client will provide project staff with access to all printed and electronic information relevant to this project at the beginning of the project.

7. Client will assign a project manager or lead resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

12.2 Required During Project

Client will provide the following during the project.

1. Client will maintain and keep available all line items listed as requirements prior to project start.
2. Client will manage/schedule its own resources during the project.
3. Client will test the deployed solution as defined within the SDD.
4. Client will document all issues/change requests as part of the Client testing process.

13. Project Assumptions

The following Assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank project manager as a project risk. A change order will be required for any variables that do not match the project assumptions and that impact the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within (2) weeks after both parties sign this SOW.
2. A project schedule will be presented during the kickoff meeting/call and will be updated after discovery is complete. If Client delays or changes the project schedule without a 4-week notice (such as staff unavailability, missed work or pre-agreed setup/configuration owned by client) and leads to gaps of more than (5) unplanned work stoppage days, the currently assigned DataBank resource(s) may be reassigned to other projects. If the currently assigned resource(s) are reassigned to other projects and can no longer be available to this project, then a Change Order will be required to reinitiate the project. The timing of project reinitiating with a new resource will be determined collaboratively with the DataBank Project manager and the Client. After the (5) unplanned days, the Client has the opportunity to keep the same project resource(s) by executing a change order for the delayed time at the rate outlined in the pricing proposal for the delayed resource(s) in increments of 40 hours. DataBank will inform the Client of potential impacts to the project schedule.
3. A signed SDD is received by DataBank prior to scheduling development and deployment.
4. DataBank will deploy the solution as agreed upon in the final SDD, signed by all parties.
5. DataBank will deploy the solution in Client's test environment, unless agreed upon by both parties prior to deployment.
6. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If Client chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
7. DataBank will test the system to assure that it matches the final SDD prior to training.
8. DataBank will perform QAT training and assist with QAT prior to formal training. Any issues or project gaps must be identified, documented and communicated to DataBank project manager at the time of QAT.
9. Client test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
10. DataBank will provide formal testing support as defined within the SDD. Any additional testing support requirements are subject to the change order process.
11. During Client testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
12. DataBank will deploy the system into production once it is functioning per the SDD and any negotiated change orders.
13. DataBank will manage/schedule its own resources during the project.

14. Both parties will attend up to 1 project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the SDD.
15. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee or DataBank directions that were not exactly followed.
16. The Professional Services estimate includes a 20% contingency reserve to account for change orders and additional requests. If the contingency reserve is not used, Client will not be invoiced for the additional 20%.
    - The contingency reserve can be used to fulfill additional requirements found during the project lifecycle.
    - The contingency reserve is in place to cover change orders and keep the project moving forward.
    - An official change order will be created and signed prior to using hours from the contingency reserve.
17. Client has up to 15 days from the Go-Live Date to "Accept" the deployed solution. In the absence of documented exceptions or a signed Work Acceptance document, the solution will be deemed accepted and the project will be closed 15-days subsequent to delivery of the Acceptance document. The go-live date will be set and documented by the DataBank project manager and agreed upon by Client prior to performing Production Deployment as defined in the Scope of Services section in this SOW.
18. After the solution goes live, DataBank will coordinate a "handoff to support". Any issues identified after this handoff will be treated as support issues and fall under the DataBank Hardware/Software Maintenance agreement terms and conditions.
19. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Client is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
20. DataBank resources will perform work unimpeded by Client staff monitoring, shadowing, or Client driven remote technology where DataBank resources are limited by client staff availability. A request to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.
21. Change orders will be utilized for all scope changes not specifically stated in the in-scope section of this document. This includes billable and un-billable project changes. Purchase orders will be required for all mutually agreed upon billable changes.
22. Any change orders that are agreed upon during the deployment phase can affect the project schedule. The project schedule will be updated and approved by Client as part of the change order process.

14. Binding Effects and Agreements

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Assignments referred to in this section will be governed by the General Terms attached to the Contract as Attachment C.

15. Acceptance of SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Client signing and delivering this SOW to DataBank within 60 days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Client. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Client on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX	[Client]
Company Name ("DataBank")	Company Name ("Client")
By (Signature)	By (Signature)
Printed Name and Title	Printed Name and Title
620 Freedom Business Center, Suite 120	
Address	Address
King of Prussia, PA 19406	
City, State, Zip	City, State, Zip
___ / ___ / ___	___ / ___ / ___
Dated	Dated

16. Appendix A – QAT Acceptance Form

- Client acknowledges that Quality Assurance Testing (QAT) has been completed and that the solution has met the specifications identified within the SDD and any subsequent, mutually-signed change orders. No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name (“Client”)
Project Sponsor Name (Print)
Project Sponsor Signature Date

17. Appendix B – Work Acceptance Form

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ❑ Accept Deliverable
- ❑ Decline Deliverable

Comments/Reason:

_____
Company Name (“Client”)

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature Date

Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The Nintex End User License Agreement is hereby amended as set forth below and supersedes all prior documents submitted by **DataBank IMX LLC** or discussed by the parties.

NINTEX END USER LICENSE AGREEMENT

This Nintex End User License Agreement ("Agreement") is a Contract Document in connection with Statewide Contract No. 1013 ("Contract") between Nintex and the State of Oklahoma, by and through the Office of Management and Enterprise Services ("State") on behalf of customer (individual or entity) that has purchased a license for the Nintex Software ("Customer"). "Nintex" means the Nintex affiliate designated on the applicable Order Form. If you are an individual using the Nintex Software on behalf of a corporation, partnership, or other entity, than that entity will be the Customer, and you represent and warrant that you are authorized to enter into this Agreement. Each Nintex and Customer is a "Party" and together they are the "Parties."

IMPORTANT: BY INSTALLING OR USING ANY PORTION OF THE SOFTWARE, CUSTOMER IS ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS, CUSTOMER MAY NOT INSTALL OR USE THE SOFTWARE.

1. Grant of License

1.1 In consideration of payment of the License Fee, Nintex grants Customer the Software License, subject to all of the terms and conditions of this Agreement. This license continues until terminated in accordance with this Contract.

1.2 For each license the Customer purchases, Customer is entitled to install the Software on one (1) computer or server only, for the sole purpose of using the Software. Customer may make one (1) copy only of the Software for back-up purposes. That copy must contain all Nintex proprietary notices. If Customer upgrades the Software, Customer may no longer use the previous version from which the Software was upgraded.

1.3 In the event that Nintex makes available to Customer a software upgrade or update, add-on component, web service and/or supplement (whether in conjunction with providing Support or otherwise), the terms of this Agreement shall apply.

2. Warranties

2.1 **Nintex Warranties.** The Software has not been written to meet Customer's individual requirements and is supplied on an "as is" basis. A failure of any part or the whole of the Software to be suitable for Customer's requirements will not give rise to any right or claim against Nintex. Nintex's sole warranties in connection with the Software are that: (a) it will work substantially in the manner described in the Software Documentation for a period of thirty (30) days from the first day the Software is first installed; and (b) it does not infringe the IP of any person.

2.2 **Remedy for Breach of Warranties.** Customer's sole remedy for any breach of the warranties in **clause 2.1** is that Nintex must, at its option, either: (a) modify the Software; or (b) replace the Software with software of substantially similar functionality, so as to correct any defect or to render use of the Software non infringing (as the case may be) PROVIDED THAT the identified defect or infringement has not been caused by: (x) any modification, variation or addition to the Software not performed by Nintex or at Nintex's direction; (y) incorrect use, abuse or corruption of the Software; or (z) the use of the Software with other software or on equipment with which it is incompatible. Customer must provide sufficient information about any defect to enable Nintex to reproduce it on Nintex's systems.

2.3 **Customer's Acknowledgement.** Customer acknowledges that the Software in general is not free of errors or defects and agree that the existence of any

errors or defects will not constitute a breach of this Agreement.

2.4 Viruses. Nintex warrants that at the time of installation by the Customer the Software is free from all known viruses. Thereafter, Customer is solely responsible for virus scanning the Software.

3. Confidentiality

3.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, in connection with Software, that is designated as confidential or that reasonably should be understood by the Receiving Party to be confidential given the nature of the information and the circumstances of disclosure. Nintex Confidential Information includes the Software and Software Documentation. Confidential Information of each Party includes code, business and marketing plans, financial information, technology and technical information, inventions, know-how, product plans and designs, and business processes disclosed by such Party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

3.2 Confidentiality Obligations. Customer acknowledges that the ideas and expressions contained in the Software and any modifications or particulars of those ideas and expressions that may be provided to Customer by Nintex are confidential (except to the extent that such information has entered the public domain other than through a breach of this Agreement by Customer). Customer undertakes not to disclose this Confidential Information to any person other than its agents and employees and then only to enable the Software to be used in accordance with and for the purposes of this Agreement. Customer must ensure that these persons maintain this confidentiality.

By virtue of the Agreement, Customer may be exposed to or be provided with certain confidential and proprietary information of Nintex. Nintex shall clearly mark any such information as confidential. ("Confidential Information"). Customer is a state agency and subject to the Oklahoma Open Records Act and Nintex acknowledges information marked Confidential Information may be disclosed to the extent permitted under Customer's Open Records Act and in accordance with this section 3. Customer agrees to use the same degree of care that each such party uses to protect its own confidential information, but in no event less than a reasonable amount of care. Nintex will not use Customer's Confidential Information for purposes other than those necessary to directly further the purposes of the Agreement.

3.3 Copyright and Confidentiality Notices. Customer must not remove, delete or obscure any copyright notices or confidentiality notices on or in the Software.

4. Support

Nintex will provide Customer with Support in accordance with the Support Documentation or a separate agreement between the Parties.

5. Intellectual Property (IP)

5.1 Rights in IP. Customer acknowledges that Customer obtains no IP in the Software or the Support. As between the Parties, all IP in the Software and the Support vests in Nintex.

5.2 Impermissible Actions. Customer shall not, except to the extent permitted by any law that cannot be excluded: (a) copy, modify, enhance or reproduce any part of the Software, in whole or in part (other than in accordance with **clause 1.2**) or create a derivative work of any part of the Software; (b) decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever; (c) incorporate, embed, combine, merge or bundle the Software with any other hardware or software (except to the extent strictly necessary to use the Software in accordance with its intended purpose and these terms); (d) publically disseminate performance information or analysis from any source relating to the Software except as may be required by the Oklahoma Open Record's Act; (e) use the Software to develop a product which is competitive with any Nintex product offerings; or (f) directly or indirectly permit any third party to do any of the above.

5.3 IP Obligations. If Customer becomes aware of any infringements or suspected infringements by any third party of any IP in the Software or Support, Customer must immediately notify Nintex. Customer must at Nintex's request and expense take any action as Nintex reasonably deems is appropriate to protect its IP.

6. Termination

6.1 Termination. Termination of this Agreement will be governed by section A.18 and A.19 of the Statewide Contract between the State of Oklahoma and DataBank IMX, LLC.

6.2 Effect of Termination. On termination of this Agreement, Customer must immediately cease to use the Software and, if possible, return the Software (and all copies) to Nintex. Where the Software cannot be returned, Customer must permanently delete or destroy the Software and provide to Nintex a declaration that Customer has complied with this **clause 6.2**. This requirement is without prejudice to any other rights and remedies that Nintex may have in respect of the breach. **Clauses 3, 5, 7, 8** and **9** survive the expiry or termination of this Agreement. **Clause 3.1** expires three (3) years after the date of termination or expiry of this Agreement.

7. Taxes and Export Restrictions

7.1 Unless expressly stated to the contrary, all fees, costs and charges referred to in this Agreement are exclusive of all taxes, duties and imposts.

7.2 If Nintex is or will be liable for any taxes, duties or imposts (including goods and services tax or value added tax) on or relating to this Agreement or anything done pursuant to this Agreement (excluding income tax) then Customer must pay Nintex an amount equal to that liability at the time that Customer pays any fees, costs or charges to which the liability relates. However, Nintex acknowledges that Customer is tax exempt.

7.3 Export Compliance. The Software and other technology Nintex makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer shall not, and shall not allow any third party to, export from the United States or allow the re-export or re-transfer of any part of the Software in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan, or Syria) or in violation of any U.S. export law or regulation, or any export or import laws, regulations, or requirements of any United States or foreign agency or authority.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL NINTEX BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY LOST PROFITS, LOST SAVINGS, , DELETION OR CORRUPTION OF ELECTRONICALLY STORED INFORMATION NOT STORED BY NINTEX, LOST DATA THAT IS NOT STORED BY NINTEX, OR OTHER SPECIAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF NINTEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.2 NINTEX'S AGGREGATE LIABILITY UPON ANY CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES FURNISHED OR TO BE FURNISHED BY NINTEX UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO THE AMOUNT PAID BY CUSTOMER TO NINTEX UNDER THIS AGREEMENT FOR THE APPLICABLE SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES.

8.3 NINTEX ACKNOWLEDGES THAT IT HAS SET ITS PRICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY SET OUT IN THIS AGREEMENT, AND THAT THESE FORM AN ESSENTIAL BASIS OF THE BARGAIN REACHED BETWEEN THE PARTIES. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SPECIFIED IN THIS **CLAUSE 8** WILL SURVIVE AND APPLY EVEN IF ANY CLAUSE IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. NOTWITHSTANDING THIS, NOTHING CONTAINED IN THIS AGREEMENT WILL LIMIT NINTEX'S LIABILITY FOR ITS OWN WILLFUL OR WANTON CONDUCT.

8.4 NINTEX MAKES NO WARRANTY OR REPRESENTATION TO CUSTOMER AS TO THE PERFORMANCE OR OPERATION OF THE SOFTWARE, SUPPORT OR ANY OTHER PRODUCTS OR SERVICES EXCEPT AS PROVIDED IN **CLAUSE 2.1**. NINTEX MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO NINTEX, THE SOFTWARE, SUPPORT OR OTHER PRODUCTS OR SERVICES PROVIDED BY NINTEX AND, SUBJECT TO THIS CLAUSE, ANY CONDITION OR WARRANTY WHICH WOULD OTHERWISE BE IMPLIED IN THIS AGREEMENT IS HEREBY EXCLUDED. WHERE LEGISLATION IMPLIES IN THIS AGREEMENT ANY CONDITION OR WARRANTY, AND THAT LEGISLATION AVOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING OR MODIFYING THE APPLICATION OF OR EXERCISE OF OR LIABILITY UNDER SUCH CONDITION OR WARRANTY, THAT CONDITION OR WARRANTY WILL BE DEEMED TO BE INCLUDED IN THIS AGREEMENT. HOWEVER, NINTEX'S LIABILITY FOR ANY BREACH OF SUCH CONDITION OR WARRANTY MAY BE REMEDIED, AT ITS OPTION, TO ONE OR MORE OF THE FOLLOWING: (A) IF THE BREACH RELATES TO GOODS: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY

OF EQUIVALENT GOODS; (II) THE REPAIR OF SUCH GOODS; (III)THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IF THE BREACH RELATES TO SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

8.5 DESPITE ANY OTHER PROVISION IN THIS AGREEMENT, NINTEX DOES NOT EXCLUDE LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT THE SAME ARISES DIRECTLY FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES.

9. Indemnification

9.1 Nintex Indemnification. If a third party claims that any portion of the Products provided by Nintex under the terms of this Contract infringes that party's patent or copyright, Nintex shall defend the Customer against the claim at Nintex's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the Customer, provided the Customer (i) promptly notifies Nintex in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows Nintex 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 Nintex, Nintex 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 Customer's use of the Software is (or in Nintex's opinion is likely to be) enjoined, if required by settlement or if Nintex determines such actions are reasonably necessary for Customer to avoid material liability, Nintex may, in its sole discretion, substitute for the Software substantially functionally similar programs and documentation or otherwise procure for Customer the right to continue using the Software. The obligations in this **section 9.1** shall not apply: (u) if the Software is modified by any party other than Nintex, but solely to the extent the alleged infringement is caused by such modification; (v) if the Software is combined with products or processes not provided or authorized by Nintex, but solely to the extent the alleged infringement is caused by such combination; (w) to any unauthorized use of the Software; (x) to any unsupported release of the Software; (y) or to any third party code contained within the Software;. .

10. General

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes all prior communications in connection with that subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. The Parties acknowledge that, except as expressly stated in this Agreement, they have not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to this Agreement.

10.2 Authorization. Each Party warrants that it has the authority, power and capability to enter into and to perform its obligations under this Agreement and that its obligations under this Agreement are binding and enforceable.

10.3 Force Majeure. Neither Party will be liable for any failure to perform its obligations under this Agreement (other than an obligation to pay money) if the Party is prevented from doing so by any cause beyond its reasonable control.

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Nintex's systems or any of Nintex's telecommunication or internet services other than as a result of internet or telecommunications failures that are (i) not limited to Nintex's systems or (ii) due to factors beyond Nintex's control; or (b) the delay or failure of Nintex or subcontractor personnel to perform any obligation of Nintex hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Nintex's confidentiality, indemnification or data security obligations set forth herein.

10.4 Severability. Each term of this Agreement must be interpreted in such manner as to be effective and valid under applicable law. If any term of this Agreement is held to be prohibited by or invalid under applicable law, that term is ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

10.5 Waiver. A term of this Agreement may not be waived except in writing signed by the Party granting the waiver. The waiver by a Party of a breach by another Party of any term of this Agreement does not operate as a waiver of another or continuing breach by that Party of that term or any other term of this Agreement.

10.6 INTENTIONALLY OMITTED.

10.7 Choice of Law and Jurisdiction. Excluding conflict of laws rules, this Agreement shall be governed by and construed under the laws of the State of Oklahoma, U.S. All disputes arising out of or in relation to this Agreement shall be submitted to the exclusive jurisdiction of the courts of Oklahoma County, Oklahoma.

11. Definitions

"Affiliate(s)" mean(s), with respect to either Party, any individuals, companies, corporations, partnerships or other entities, directly or indirectly, controlling, controlled by, or under common control with, such party.

"Customer Content" means the business information or other data used by Customer in connection with the Software.

"Intellectual Property" (or IP) means:

(a) patents, trademarks, services marks, design rights (whether registered or unregistered and including any applications for these rights);

(b) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; **(c)** trade or business names; and

(d) know-how, Confidential Information and trade secrets, and any other similar rights or obligations whether registrable or not in any country**.**

"License Fee" means the relevant license fee for the Software.

"Material" means material in any form, including documents, reports, products, equipment, information, data, source code, software, software tools, and methodologies.

"Software" means Nintex's software product and includes the Software Documentation and all other associated Material provided by Nintex in relation to that software.

"Software Documentation" means any documentation provided by Nintex which is incorporated in or associated with software.

"Software License" means a non-exclusive, nontransferable license to use the Software in accordance with this Agreement.

"Support" means the support, assurance, new releases and related maintenance services for the Software described in the Support Documentation and includes the Support Documentation and all other associated Material provided by Nintex in relation to that support.

"Support Documentation" means any documentation provided by Nintex which is incorporated in or associated with Support.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth below.

State of Oklahoma

By: DJerryMoore

Name: D. Jerry Moore

Title: Chief Information Officer

Date: 6/30/2020

NINTEX USA INC.

By: Camden Hillas

Name: Camden Hillas

Title: Associate General Counsel

Date: Jun 24, 2020

Attachment F to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The **Kofax End User License Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **DataBank IMX LLC** or discussed by the parties. The parties agree to use this **Kofax End User License Agreement** or a document substantially similar in the form of this **Kofax End User License Agreement.**

END USER LICENSE AGREEMENT

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT ("LICENSE AGREEMENT") CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. THE SOFTWARE IS COPYRIGHTED AND LICENSED (NOT SOLD). AS USED HEREIN "YOU" OR "YOUR" REFERS TO THE STATE OF OKLAHOMA, BY AND THROUGH THE OFFIFCE OF MANAGEMENT AND ENTERPRISE SERVICES.THIS LICENSE AGREEMENT WILL SUPERSEDE ANY AND ALL LICENSE AGREEMENTS GOVERNING ANY LICENSES OF THE SOFTWARE PREVIOUSLY GRANTED BY KOFAX (AND ITS PREDECESSORS IN INTEREST) TO YOU.

1. Software License Grant.

(a) License Grant. Subject to Your acceptance of the terms and conditions of this License Agreement and conditional on payment of all required fees, Kofax, Inc. ("Kofax") grants You non-exclusive nontransferable licenses to use the Software, including any upgrades and new version releases that may be provided to You from time to time (as and when available as part of Kofax's Software Maintenance and Support program), for Your internal use in object code form only and as otherwise provided in this License Agreement. Your licenses allow You to use the Software only for the purposes (production, evaluation, testing, demonstration, disaster recovery) and for the duration and extent for which You have paid the appropriate license fees, as evidenced by one or more valid order documents (a "Sales Order") between You and Kofax or between You and an authorized Kofax reseller or distributor identifying the specific software and accompanying hardware (if any) products licensed (the "Software"), the limitations on use of the Software (such as volume limitations or concurrent client module use limitation), and any other then current licensing policies for the Software. You agree to exercise the same level of care against unauthorized use by, or disclosure to, third parties as You use with respect to Your own proprietary information of comparable importance, provided that in no event will You use less than reasonable care.

(b) Restrictions. You will use the Software only for Your internal business purposes and only for Your direct benefit, and You will not attempt to use the Software, or any portion thereof, in excess of its licensed capacity. You will not nor knowingly permit any third party to (i) reverse engineer, decompile, disassemble, decrypt, re-engineer, reverse assemble, reverse compile or otherwise translate or create, attempt to create the source code of the Software or perform any process intended to determine the source code for the Software, or (ii) modify, enhance or create derivative works based upon the Software or otherwise change the Software. Any modification, enhancement, derivative work or other improvement to the Software developed by You, whether with or without the consent of Kofax, will be the exclusive property of Kofax and subject to and governed by this License Agreement.

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6. Intellectual Property Indemnification.

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Conditions to Indemnification. Kofax's indemnification obligations are conditioned upon You (i) giving Kofax prompt written notice of any claim for which indemnity is sought, and (ii) fully cooperating in the defense or settlement of any such claim. Subject to the foregoing, if the Attorney General of the State does not authorize sole control of the defense and settlement negotiations Kofax, Kofax shall be granted authorization to equally participate in any proceeding related to this section but Kofax shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

(c)

(d) Exclusive Remedy. The foregoing states Kofax's entire liability and Your exclusive remedy concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

7. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OR LOST PROFITS OR OTHER ECONOMIC LOSS, LOST OR DEGRADED DATA, INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE PRODUCTS, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, REVENUE, GOODWILL OR USE), HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF THE USE OF (OR INABILITY TO USE) THE SOFTWARE PROVIDED HEREUNDER, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING CAUSES OF ACTION ARISING OUT OF TERMINATION OF THIS LICENSE AGREEMENT, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, , PRODUCT LIABILITY AND ANY OTHER TORTS. THE MAXIMUM AGGREGATE AMOUNT FOR WHICH EITHER PARTY MAY BE LIABLE UNDER THIS LICENSE AGREEMENT

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(a) Rights and Obligations upon Termination or Expiration. Upon termination of this License Agreement, all rights granted to You hereunder will immediately cease and You will (i) immediately discontinue all use of the Software, and (ii) destroy all copies of the Software. Termination of this License Agreement for any reason will not excuse Your obligation to pay in full any and all amounts due for the Software. Fees prepaid, but unused will be refunded to You.

(b) Continuing Obligations. The terms and conditions in this License Agreement that by their nature and context are intended to survive any termination of this License Agreement, including, without limitation, Sections 4 (Intellectual Property), 6 (Intellectual Property Indemnification), 7 (Limitation of Liability), 8 (Trademarks), 9 (Term and Termination), 10 (Audit), and 11 (Miscellaneous), will survive such termination of this License Agreement for any reason and will be fully enforceable thereafter.

10. Audit. Unless sold by a reseller or authorized third party, Kofax, upon thirty (30) days written notice to You and not more than once during each calendar year during the term of this License Agreement and once during the one (1) year period following the termination of this License Agreement, may enter upon Your premises during Your regular business hours to audit Your use of the Software. You agree to cooperate with Kofax's audit and provide reasonable assistance and access to Your systems and information. If pursuant to any such audit, Kofax discovers any excess or unlicensed use of the Software, You agree to pay within thirty (30) days of written notification an amount equal to the sum of (a) the license fees which Kofax would have received for the additional licenses necessary to license such excess or unlicensed use of the Software at Kofax's then current list pricing, and (b) if Your excess or unlicensed use of the Software exceeds 105% of the licensed use of the Software, all costs and expenses incurred by Kofax in conducting such audit. If You fail to pay such amounts within thirty (30) days of being invoiced for such amounts, Kofax may terminate this License Agreement, Your licenses of the Software, and any maintenance and support of the Software. You will be responsible for any of Your costs incurred in cooperating with any such audit.

11. Miscellaneous.

(a) Notices. All notices, demands or other communications under this License Agreement must be in writing and reference this License Agreement, and will be deemed effectively delivered to the party when delivered at the address for such party as last provided to the other, subject to modification by giving notice as provided herein. Notices may be delivered: (a) by email using a method that positively establishes receipt of the email by the recipient; (b) by personal, same or next day delivery; or (c) by commercial overnight courier with written verification of delivery. All notices so given will be deemed given upon proof of actual receipt.

(b) Governing Law. This License Agreement will be construed and governed in accordance with the internal laws of the State of Oklahoma, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. This License Agreement will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.

(c) Severability. If any one or more of the provisions of this License Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be binding between the parties. In the event any provision of this License Agreement is found to be invalid, illegal, or unenforceable, the parties will modify that provision in a manner that gives effect to the intent of the parties in entering into the License Agreement.

(d) Waiver or Delay. No failure to exercise or delay by a party in exercising any right, power, or remedy under this License Agreement operates as a waiver of such right, power, or remedy. A single or partial exercise of any right, power, or remedy does not preclude any other or further exercise of that or any other right, power, or remedy. A waiver is not valid or binding on the party granting the waiver unless made in writing.

(e) Export Laws. The Software is subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported to any country or recipient, or used for any purpose prohibited by any applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You will not export or re-export the Software without first obtaining the appropriate U.S. or foreign government export licenses.

(f) Entire Agreement. This License Agreement and all Contract Documents) constitutes the entire understanding and agreement between the parties with respect to the subject matter of this License Agreement and supersedes all previous agreements and communications between the parties concerning such subject matter. No modifications may be made to this License Agreement except in writing, signed by both parties.

(g) Benefit of Agreement. This License Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

(h) Cumulative Remedies. Except as otherwise provided in this License Agreement, all remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies.

(i) Force Majeure. Neither party will be liable or deemed to be in default for any delay or failure in performance under this License Agreement (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, You may terminate a purchase order if Kofax cannot cause delivery of Products or Services in a timely manner to meet Your business needs.

(j)

Exclusions: Non-suspended Obligations: Notwithstanding the foregoing or any other provisions in the Contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Kofax's systems or any of Kofax's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Kofax's systems; or (b) the delay or failure of Kofax or subcontractor personnel to perform any obligation of Kofax hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Kofax's confidentiality, indemnification or data security and breach notification obligations set forth herein.

(k) Construction of Agreement. Each party acknowledges that it has had the opportunity to review this License Agreement with legal counsel of its choice and agrees that in the event that this License Agreement or any other documents delivered in connection with the transactions contemplated by this License Agreement contain any ambiguity, such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this License Agreement, which will be considered as a whole.

(l) Choice of Language. The original of this License Agreement has been written in English, which will be the controlling language in all respects. Any translations into any other language are for reference only and will have no legal or other effect.

(m) Personal Data; Consent to Process and Transfer. Both parites agree to comply with all applicable laws and regulations which may govern Your use of the Software, including, but not limited to, laws pertaining to the collection and use of personal data and to the transfer of data over state or other jurisdictional lines. You agree that Kofax, its affiliates, and agents may collect and use information you provide in relation to any support services performed with respect to the Software and requested by You. Kofax agrees not to use this information in a form that personally identifies You..

Attachment G to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH DATABANK IMX LLC
RESULTING FROM STATEWIDE CONTRACT NO. 1013

The **Hyland End User License Agreement for Subscription Software** is hereby amended as set forth below and supersedes all prior license agreements for the Subscription Software submitted by **DataBank IMX LLC** or discussed by the parties.

End User License Agreement for Subscription Software
(Domestic Version)
IMPORTANT- READ CAREFULLY

This End User License Agreement for Subscription Software ("EULA") is a Contract Document in connection with Statewide Contract No. 1013 ("Contract") and is made between Hyland Software, Inc. ("Hyland"),28500 Clemens Road, Westlake, Ohio 44145, and The State of Oklahoma, by and through the Office of Management and Enterprise Services ("State"), 2401 N. Lincoln Blvd., Room 118, Oklahoma City, OK 73105, with respect to the licensing of the Hyland's proprietary software products described on Exhibit A attached hereto, including, in each case, third party software bundled by Hyland as part of a unified product ("Software")."User" as used herein is defined as the State or the State entity that places an order off of the Contract.

DEFINED TERMS: All capitalized terms used in this EULA shall have the meaning ascribed them in this EULA.

"Delivery" means: (i) the electronic downloading of the Software onto User's systems, (ii) the Software being made available by Hyland to User for electronic download onto User's systems; or (iii) the delivery by Hyland to User of a Production Certificate for such Software module(s) by Hyland either shipping (physically or electronically) the Production Certificate to User or making the Production Certificate available for electronic download by User (including through one of Hyland's authorized solution providers).

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"Effective Date" means the date this EULA is signed by the last party that signs this EULA, as determined based upon the dates set forth after their respective signatures.

"Maintenance and Support" means the maintenance and support for the Software provided to the User in relation to the Software by Solution Provider under the Subscription Agreement.

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"Solution Provider" means the authorized solution provider of Hyland through which User has subscribed for the Software.

"Subscription Agreement" means the agreement entered between User and Solution Provider for Maintenance and Support of the Software licensed under this EULA.

"Subscription Fees" means periodic fees for the licensing of Software and Maintenance and Support as mutually agreed between User and Solution Provider and payable by User to Solution Provider, unless otherwise notified by Hyland to User.

"Retired Software" means, at any particular time during a maintenance period covered by the Subscription Agreement, any Software product or version of the Software licensed by User from Hyland under this EULA which is identified as being retired on Hyland's applicable secure end user web site. Hyland will specify on its end user web site Software modules or versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site, and User will receive notice as a registered user of Hyland's applicable secure end user web site.

1. LICENSE:

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(a) by User internally, and only for storing, processing and accessing User's own data; and

(b) subject to Section 1.7 below, by a third party contractor retained by User as a provider of services to User ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing User's own data in fulfillment of the Contractor's contractual obligations as a service provider to User.

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1.3 Production and Test Systems. User shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. Subject to the payment of any additional applicable license fees or subscription fees, User shall be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this EULA, and training User's employees on the Software ("Test Systems"). User may be required to provide to Hyland certain information relating to User's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems, which will be done in writing. User's sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland. User shall not make any copies of the Software not specifically authorized in this Section 1.3.

1.4 Evaluation Software. From time to time User may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to User. Upon termination or expiration of such period, User immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for the purchase of such Evaluation Software.

1.5 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software or upon request) may grant you additional rights to such open source

software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to User or User's user in the software, and this EULA will not govern such use.

1.6 Integration Code. If applicable, Software also includes all adapters or connectors created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's web-based products. Such Integration Code and desktop host may only be used in combination with the Software and in accordance with the terms of this EULA.

1.7 Contractor Use Agreement. User agrees that if it desires to allow a Contractor to do any of the following:

(a) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs");

(b) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or

(c) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor;

then, User must cause such Contractor to execute a use agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). User understands and agrees that: (x) User may not allow a Contractor to do any of the foregoing if such Contractor has not signed a Contractor Use Agreement, and (y) Contractors may use the Software only in compliance with the terms of this EULA, and (z) User is responsible for such compliance by all Contractors that do not execute a Contractor Use Agreement. Hyland shall have no obligations under the Agreement as relates to Contractor engaging in any activities set forth in this section without having executed a Contractor Use Agreement.

1.8 No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non- controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any "High Risk Use." Hyland shall have no responsibility with respect to User's use of the Software in connection with any High Risk Use.

1.9 Audit Rights. Upon reasonable notice to User, Hyland shall be permitted access to audit User's use of the Software solely in order to determine User's compliance with the licensing and pricing terms of this EULA, including, where applicable, to measure User's volume usage. Such audit will be permitted once per year with 5 business days' notice. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, User shall provide reports that show User's volume usage. User shall reasonably cooperate with Hyland with respect to its performance of such audit. Unless disclosure is required by the Oklahoma Open Records Act or other applicable law, User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

1.10 AnyDoc. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGEit Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Solution Provider to maintain User's continued right to use. The USPS has contractually required Solution Provider to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if AccuZip is not updated on a regular and timely basis. Solution Provider regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

1.11 The Software may contain functionality that allows User to access, link or integrate the Software with User's applications or applications or services provided by third parties. Hyland has no responsibility for such applications or services, websites or

content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by User with such third parties is solely between User and such third party.

1.12 With respect to certain Software products licensed for use in a healthcare setting, pricing for such Software is based upon the number of Studies and Non-DICOM Objects that are generated annually by User using the Software. For the purposes of this EULA, "Study" or "Studies" means a collection of one of or more images generated for a single patient which is identified by a study instance unique identifier (SUID) and "Non-DICOM Object" means a collection of one of or more images or documents which are not identified by an SUID and are stored as a single file. For clarification, the number of Studies and Non-DICOM does not include any pre-existing Studies that are migrated into the Software. During the term of the EULA, following receipt of a written request from Hyland, User shall promptly provide to Hyland reasonable access to Hyland to enable Hyland to report to User in writing the number of Studies and Non-DICOM Objects generated by User during the reporting period identified by Hyland (the "Hyland Reported Number"). User shall have the right to review and object in writing to such Hyland Reported Number. If User objects to the Hyland Reported Number, the parties shall cooperate in good faith to attempt to resolve the dispute within ten (10) days of User's objection.

2. OWNERSHIP AND PROHIBITED CONDUCT:

2.1 Ownership. Hyland and its suppliers own the Software and Documentation, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Documentation are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software or Documentation, except for the limited express rights granted in this EULA**.** User acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting upgrades and enhancements (including but not limited to its release process). THIS EULA IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall User file or obtain any lien or security interest in or on any components of the Software or Documentation.

2.2 Prohibited Conduct. User agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software or Documentation; (b) sell, transfer, rent, lease or sub-license the Software or Documentation; (c) alter or modify the Software or Documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Documentation, or prepare derivative works therefrom.

3. INSTALLATION; DELIVERY OF HASPS AND CDS: User may retain Hyland or the Solution Provider to provide installation services. If Hyland is retained, the parties will enter into a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

4. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

4.1 Software Warranty. For a period of sixty (60) days from and including the date a Software module has been Delivered to User, Hyland warrants to User that such Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to: (a) any Retired Software modules; or (b) any Software module that has been (i) modified by User or a third party, (ii) used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

4.2 Remedy. For any non-conformities to the express limited warranties under Section 4.1, Hyland may: provided that, within such applicable period, User notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Software module, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Software module is not practicable, then terminate this EULA with respect to the non-conforming Software module, in which event, upon compliance by User with its obligations under Section 6 of this EULA, Hyland will refund any portion of the Subscription Fees paid prior to the time of such termination with respect to such Software.

4.3 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS EULA, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT

WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE PROVIDED UNDER THIS EULA WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS EULA, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

4.4 USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

4.5 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE "AS IS."

4.6 No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this EULA is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') AGGREGATE LIABILITY UNDER THIS EULA EXCEED THE AMOUNT OF THE SOFTWARE SUBSCRIPTION FEES ACTUALLY PAID BY USER UNDER THE SUBSCRIPTION AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF AN EVENT THAT GIVES RISE TO ANY LIABILITY OF HYLAND. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION , OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER'S USERS OF THE SOFTWARE.

6. TERM AND TERMINATION:

6.1 Term. Subject to early termination as provided below, the initial term of this EULA will be the three (3) year period that commences on the Effective Date (the "Initial Term"); and such term may be renewed thereafter for successive terms of one (1) year each, which shall be done in writing and signed by Hyland and User.,

6.2 Termination by Either Party. Either party may terminate a User's order with respect to a breach by such User, or the EULA immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this EULA and has failed to cure the breach within thirty (30) days after receipt of the written notice of the breach given by the non-breaching party; provided that Hyland shall not be required to give User any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section, all of which are considered, for all purposes, to be material provisions of this EULA.

6.3 If Hyland provides written notice as described in Section 2 of Exhibit A, Hyland and User shall use reasonable efforts to enter into a mutually acceptable agreement pursuant to which, among other things, User shall agree to pay applicable subscription fees and charges relating to the Software directly to Hyland and Hyland shall agree to provide maintenance and technical support for the Software directly to User. If Hyland and User fail to execute, within thirty (30) days from the date of such written notice, such mutually acceptable agreement, either party may terminate the User's order upon thirty (30) days written notice to the other party.

6.4 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

6.4.1 Generally. Any termination of a EULA, or as the case may be, a User's order will not discharge or otherwise affect any pre-termination obligations of either party existing under this EULA at the time of termination, including User's obligations to pay to Hyland or its Solution Provider all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this EULA; and all liabilities which have accrued prior to the date of termination shall survive. Likewise, any amount prepaid but unused will be refunded to User in the case of termination of User's order.

6.4.2 Survival of Certain Obligations. All provisions of this EULA, which by their nature extend beyond the expiration or termination of the EULA or a User's order will survive and remain in effect until all obligations are satisfied, including, but not limited to all disclaimers of warranties, confidentiality obligations and limitations of liability set forth in this EULA.

6.4.3 Effects or Consequences of Termination. Upon any termination of this EULA or a User's order for any reason, any license to use the Software will automatically terminate without other or further action on the part of any party; and User shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that User has completed such destruction.

7. SEVERABILITY: In the event that any term or provision of this EULA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this EULA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provisions of this EULA.

8. NOTICES: Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this EULA shall be deemed effective when made in writing and sent to each party, by reputable overnight courier, specifying next day delivery to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing. All notices to User will be sent to User directly. Any notice to State will be delivered to:

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

And

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

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:
OMES Help Desk
405-521-2444
helpdesk@omes.ok.gov
Attn: Chief Information Security Officer

9. GOVERNING LAW; JURISDICTION: This EULA and any claim, action, suit, proceeding or dispute arising out of this EULA shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Oklahoma (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof. Venue and jurisdiction for any action, suit or proceeding arising out of this EULA shall be vested exclusively in the federal or state courts of general jurisdiction located in Oklahoma County, Oklahoma.

10. INTEGRATION: This EULA, including any and all exhibits and schedules referenced herein, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. User acknowledges and agrees in entering into the EULA and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. This EULA may only be modified by a written document signed by duly authorized representatives of Hyland and the State. This EULA shall not be supplemented or modified by any course of performance, course of dealing or trade usage. User and Hyland specifically acknowledge and agree that any other terms varying from or adding to the terms of this EULA, whether contained in any purchase order or other electronic, written or oral communication made from User to Hyland are rejected and shall be null and void and of no force or effect, unless expressly agreed to in writing by both parties. This EULA will prevail over any conflicting stipulations contained or referenced in any other document.

11. U.S. GOVERNMENT END USERS: To the extent applicable to User, the terms and conditions of this EULA shall pertain to the U.S. Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the Delivery of the Software, the U.S. Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or Documentation by the U.S. Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

12. EXPORT: The Software and Documentation provided under this EULA are subject to export control laws and regulations of the United States and other jurisdictions. All parties hereto agree to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law or laws and regulations of other jurisdictions. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

13. THIRD PARTIES: Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

14. CONFIDENTIAL INFORMATION:

14.1 "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by the recipient to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this EULA by the recipient, or (b) is demonstrated by the recipient to have been in the recipient's possession prior to its disclosure by the disclosing party, or (c) is received by the recipient from a third party that is not bound by restrictions, obligations or duties of non-disclosure to the disclosing party, or (d) is demonstrated by recipient to have been independently developed by recipient without reference to the other party's information.

14.2 Each party agrees that, with respect to the Confidential Information of the other party, or its affiliates, such party as a recipient shall use the same degree of care to protect the other party's Confidential Information that such party uses to protect its own confidential information, but in any event not less than reasonable care; and not use or disclose to any third party any such Confidential Information, except as may be required by law or court order or as provided under this EULA. User agrees to take all reasonable steps to protect all Software, and any related Documentation, delivered by Hyland to User under this EULA from unauthorized copying or use. Each party shall be liable and responsible for any breach of this Section 14 committed by any such party's employees, agents, consultants, contractors or representatives.

15. RELIEF: The parties to this EULA recognize that a remedy at law for a breach of the provisions of this EULA relating to Confidential Information and intellectual property rights may not be adequate for the aggrieved party's protection and, accordingly, the aggrieved party may have the right to seek, in addition to any other relief and remedies available to it, specific performance or injunctive relief to enforce the provisions of this EULA.

EXHIBIT A
TO
EULA

1. Software licensed for use pursuant to the EULA:

(a) Software modules with respect to which User properly submits a written purchase order to the Solution Provider and agrees to pay Subscription Fees under the Subscription Agreement. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon commencement of payment of the Subscription Fees for such Software modules under the Subscription Agreement, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

(b) All "Upgrades or Enhancements" to the Software described in paragraph (a) above that User properly obtains pursuant to the terms of the Subscription Agreement.

2. Payment of Subscription Fees: Unless and until Hyland notifies User in writing to the contrary, (a) the Subscription Fees due and payable by User shall be mutually agreed upon by User and the Solution Provider from which User ordered the Software; and (b) User is authorized to make and agrees to make any and all payments of such Subscription Fees to the Solution Provider pursuant to such payment terms as User shall have mutually agreed to with Solution Provider.

Information Security Requirements

1. General Information Security Requirements

a. No employee of Contractor or its subcontractors will be granted access to State of Oklahoma agency information systems without the prior completion and approval of applicable logon authorization and acceptable use requests.

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

c. Contractor or its subcontractors will disclose to Client any suspected breach of the security of the information system or the data contained therein in the most expedient time possible and without unreasonable delay and will cooperate with Client during the investigation of any such incident.

d. Contractor or its subcontractors agree to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: https://www.ok.gov/cio/documents/InfoSecPPG.pdf

2. HIPAA Requirements

a. Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501).

b. If applicable, Contractor will sign and adhere to a Business Associate Agreement (BAA). The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's security compliance as it pertains to this contract.

c. Business Associate Terms Definitions:

   i. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided; however, that "PHI" and "ePHI" shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of the applicable State of Oklahoma agency as a Business Associate. "Administrative Safeguards" shall have the same meaning as the term "administrative safeguards in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate's workforce, not the State of Oklahoma agency workforce, in relation to the protection of that information.

ii. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity whose name appears below.
iii. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103.
iv. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164, all as may be amended.
v. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, required by law, Secretary, Security Incident, Sub-Contractor, Unsecured PHI, and Use.

d. Obligations of Business Associate: Business Associate may use Electronic PHI and PHI (collectively, "PHI") solely to perform its duties and responsibilities under this Agreement and only as provided in this Agreement. Business Associate acknowledges and agrees that PHI is confidential and shall not be used or disclosed, in whole or in part, except as provided in this Agreement or as required by law. Specifically, Business Associate agrees it will:
i. use or further disclose PHI only as permitted in this Agreement or as Required by Law, including, but not limited to the Privacy and Security Rule;
ii. use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
iii. implement and document appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits for or on behalf of Covered Entity in accordance with 45 C.F.R. 164;
iv. implement and document administrative safeguards to prevent, detect, contain, and correct security violations in accordance with 45 C.F.R. 164;
v. make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS);
vi. not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity;
vii. in accordance with 45 C.F.R. 164.502(e)(1) and 164.308(b), if applicable, require that any Sub-Contractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information; this shall be in the form of a written HIPAA Business Associate Contract and a fully executed copy will be provided to the Contract Monitor;

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

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

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

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

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

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

xiv. document disclosure of PHI it maintains in a Designated Record Set and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. 164.528, and within five working days of receiving a request from Covered Entity, make such disclosure documentation and information available

to Covered Entity. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall forward within five working days of receiving a request such request to Covered Entity;

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

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

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

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

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

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

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

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

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

f. Obligations of Covered Entity

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

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

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

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

g. Term and Termination:

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

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

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

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

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

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

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

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

h. Miscellaneous Provisions:
   i. No Third Party Beneficiaries: Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
   ii. Business Associate recognizes that any material breach of this Business Associate Terms section or breach of confidentiality or misuse of PHI may result in the termination of this Agreement and/or legal action. Said termination may be immediate and need not comply with any termination provision in the parties' underlying agreement, if any.
   iii. The parties agree to amend this Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the Privacy Rule and related laws and regulations.
   iv. The applicable State of Oklahoma agency shall make available its Notice of Privacy Practices.
   v. Any ambiguity in this Agreement shall be resolved in a manner that causes this Agreement to comply with HIPAA.
   vi. If Business Associate maintains a designated record set in an electronic format on behalf of Covered Entity, then Business Associate agrees that within 30 calendar days of expiration or termination of the parties' agreement, Business Associate shall provide to Covered Entity a complete report of all disclosures of and access to the designated record set covering the three years immediately preceding the termination or expiration. The report shall include patient name, date and time of disclosures/access, description of what was disclosed/accessed, purpose of disclosure/access, name of individual who received or accessed the information, and, if available, what action was taken within the designated record set.
   vii. Amendment: To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to these revised obligations. The parties agree to amend

this Agreement from time to time as is necessary for Covered Entity or to comply with the requirements of the Privacy Rule and related laws and regulations.

3. 42 C.F.R. Part 2 Related Provisions

a. Confidentiality of Information. Contractor's employees and agents shall have access to private data to the extent necessary to carry out the responsibilities, limited by the terms of this Agreement. Contractor accepts the responsibilities for providing adequate supervision and training to their employees and agents to ensure compliance with relevant confidentiality, privacy laws, regulations and contractual provisions. No private or confidential data collected, maintained, or used shall be disseminated except as authorized by statute and by terms of this Agreement, whether during the period of the Agreement or thereafter. Furthermore, Contractor:

i. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received pursuant to this agreement that identifies or otherwise relates to the individuals under the care of or in the custody of a State of Oklahoma agency, it is fully bound by the provisions of the federal regulations governing the confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2 and the HIPAA, 45 C.F.R. 45 Parts 142, 160, and 164, Title 43 A § 1-109 of Oklahoma Statutes, and may not use or disclose the information except as permitted or required by this Agreement or by law;

ii. Acknowledges that pursuant to 43A O.S. §1-109, all mental health and drug or alcohol treatment information and all communications between physician or psychotherapist and patient are both privileged and confidential and that such information is available only to persons actively engaged in treatment of the client or consumer or in related administrative work. Contractor agrees that such protected information shall not be available or accessible to staff in general and shall not be used for punishment or prosecution of an kind;

iii. Agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;

iv. Agrees to use appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the State of Oklahoma agency and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected health information, and agrees that protected information will not be placed in the Child Protective Services (CPS) record of any individual involved with the Oklahoma Department of Human Services (DHS).

v. Agrees to report to the State of Oklahoma agency any use or disclosure or any security incident involving protected information not provided for by this Agreement. Such a

report shall be made immediately when an employee becomes aware of such a disclosure, use, or security incident.

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

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

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

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

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

c. Data Destruction. Contractor agrees to follow State of Oklahoma agency policies regarding secure data destruction.

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

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

4. Federal Tax Information Requirements

a. IRS Publication 1075 – General Services

i. PERFORMANCE: In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.

(2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

(3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

(4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

(5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

(6) The contractor will maintain a list of employees authorized access. Such list will be provided to the Client or applicable State of Oklahoma agency and, upon request, to the IRS reviewing office.

(7) The Client will have the right to void the contract if the contractor fails to provide the safeguards described above.

ii. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as

much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to applicable State of Oklahoma agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or entity not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the applicable State of Oklahoma agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the applicable State of Oklahoma agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

iii. INSPECTION: The IRS and the applicable State of Oklahoma agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS'

right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

b. IRS Publication 1075 – Technology Services

   i. PERFORMANCE: In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

      (1) All work will be done under the supervision of the contractor or the contractor's employees.

      (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

      (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

      (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

      (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

      (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the applicable State of Oklahoma agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the applicable State of Oklahoma agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

      (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be

available and activated to protect against unauthorized use of and access to Federal Tax Information.

(8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

(9) The contractor will maintain a list of employees authorized access. Such list will be provided to the applicable State of Oklahoma agency and, upon request, to the IRS reviewing office.

(10) The Client will have the right to void the contract if the contractor fails to provide the safeguards described above.

ii. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to- know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages,

plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to applicable State of Oklahoma agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or entity not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the applicable State of Oklahoma agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the applicable State of Oklahoma agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

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

5. SSA Requirements

a. PERFORMANCE: In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
   i. All work will be done under the supervision of the contractor or the contractor's employees.
   ii. Any SSA provided information made available shall be used only for carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor is prohibited.
   iii. All SSA provided information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
   iv. No work involving SSA provided information furnished under this contract shall be subcontracted without prior written approval by the applicable State of Oklahoma agency and the SSA.
   v. The Contractor shall maintain a list of employees authorized access. Such list shall be provided upon request to the applicable State of Oklahoma agency or the SSA.
   vi. Contractor or agents may not legally process, transmit, or store SSA-provided information in a cloud environment without explicit permission from SSA's Chief Information Officer. Proof of this authorization shall be provided to the Contractor by the applicable State of Oklahoma agency prior to accessing SSA provided information.
   vii. Contractor shall provide security awareness training to all employees, contractors, and agents who access SSA-provided information. The training should be annual, mandatory, and certified by the personnel who receive the training. Contractor is also required to certify that each employee, contractor, and agent who views SSA-provided information certify that they understand the potential criminal, civil, and administrative sanctions or penalties for unlawful assess and/or disclosure.
   viii. Contractor shall require employees, contractors, and agents to sign a non-disclosure agreement, attest to their receipt of Security Awareness Training, and acknowledge the rules of behavior concerning proper use and security in systems that process SSA-provided information. Contractor shall retain non-disclosure attestations for at least five (5) to seven (7) years for each employee who processes, views, or encounters SSA-provided information as part of their duties.
   ix. The applicable State of Oklahoma agency shall provide the Contractor a copy of the SSA exchange agreement and all related attachments before initial disclosure of SSA data. Contractor is required to follow the terms of the applicable State of Oklahoma agency's data exchange agreement with the SSA. Prior to signing this Agreement, and thereafter at SSA's request, the applicable State of Oklahoma agency shall obtain from

the Contractor a current list of the employees of such Contractor with access to SSA data and provide such list to the SSA.

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

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

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

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

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

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

b. CRIMINAL/CIVIL SANCTIONS: The Act specifically provides civil remedies, 5 U.S.C. Sec. 552a(g), including damages, and criminal penalties, 5 U.S.C. Sec. 552a(i), for violations of the Act.

The civil action provisions are premised violations of the Act committed by parties subject to this Agreement or regulations promulgated thereunder.

An individual claiming such a violation by parties subject to this Agreement may bring civil action in a federal district court. If the individual substantially prevails, the court may assess reasonable attorney fees and other litigation costs. In addition, the court may direct the parties subject to this Agreement to grant the plaintiff access to his/her records, and when appropriate direct an amendment or correction of records subject to the Act.

Actual damages may be awarded to the plaintiff for intentional or willful refusal by parties subject to this Agreement to comply with the Act.

i. Civil Remedies.

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

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

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

(2) An action to enforce any liability created under 5 U.S.C. § 552a may be brought in the district court of the United States in the district in which the complainant resides, or has his principal place of business, or in which the records are situated, or in the District of Columbia, without regard to the amount in controversy, within two years from the date on which the cause of action arises, except that where parties subject to this Agreement have materially and willfully misrepresented any information required under this section to be disclosed to an individual and the information so misrepresented is material to establishment of the liability of the agency to the individual under 5 U.S.C. § 552a, the action may be brought at any time within two years after discovery by the individual of the misrepresentation. Nothing in this section shall be construed to authorize any civil action because of any injury sustained as the result of a disclosure of a record prior to September 27, 1975.

ii. Criminal Penalties

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

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

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

6. Child Support FPLS Requirements

a. Contractor and the applicable State of Oklahoma agency must comply with the security requirements established by the Social Security Act, the Privacy Act of 1974, the Federal Information Security Management Act of 2002 (FISMA), 42 United States Code (USC) 654(26), 42 UCS 654a(d)(1)-(5), the U.S. Department of Health and Human Services (HHS), the U.S. Department of Health and Human Services Administration of Children and Families Office of Child Support Enforcement Security Agreement and the Automated Systems for Child Support Enforcement: A Guide for States Section H Security and Privacy. Contractor and applicable State of Oklahoma agency also agree to use Federal Parent Locator Service (FPLS) information and Child Support (CS) program information solely for the authorized purposes in accordance with the terms in this agreement. The information exchanged between state Child Support agencies and all other state program information must be used for authorized purposes and protected against unauthorized access to reduce fraudulent activities and protect the privacy rights of individuals against unauthorized disclosure of confidential information.
   i. This is applicable to the personnel, facilities, documentation, data, electronic and physical records and other machine-readable information systems of the applicable State of Oklahoma agency and Contractor, including, but not limited to, state employees and contractors working with FPLS information and CS program information and state CS agency data centers, statewide centralized data centers, contractor data centers, state Health and Human Services' data centers, comprehensive tribal agencies, data centers serving comprehensive tribes, and any other individual or entity collecting, storing, transmitting or processing FPLS information and CS program information. This is applicable to all FPLS information, which consists of the National Directory of New Hires (NDNH), Debtor File, and the Federal Case Registry (FCR). The NDNH, Debtor File and FCR are components of an automated national information system.
   ii. This is also applicable to all CS program information, which includes the state CS program information, other state and tribal program information, and confidential information. Confidential information means any information relating to a specified individual or an individual who can be identified by reference to one or more factors specific to him or her, including but not limited to the individual's Social Security number, residential and mailing addresses, employment information, and financial information. Ref. 45 Code of Federal Regulations (CFR) 303.21(a).

7. FERPA Requirements

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