



Statewide Contract Amendment

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

Statewide Contract #: SW1013S

PeopleSoft Contract ID: 0000000000000000000005866

Contract Title: Document Lifecycle Management

Contract Issuance Date: 06/24/2020

Contract Supplier: Standley Systems, LLC

Amendment # 1

Date: 04/16/2024

OMES Point of Contact:

Contracting Officer: Samantha Fox

Phone Number: 405-521-6671

E-mail address: samantha.fox@omes.ok.gov

Amendment Information:

This Amendment #1 is to amend the State of Oklahoma's Statewide Contract No. 1013 with Standley Systems, LLC. The Supplier and State agree Attachment A: PaperCut End User License Agreement ("EULA") is incorporated.

Contract Period :06/24/2020-06/23/2024

Agreement Period :06/24/2020-06/23/2025



This First Amendment to Oklahoma Statewide Contract No. 1013 (the "First Amendment") is effective as of the date of the last signature below, between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Standley Systems, LLC ("Supplier"). This First Amendment supplements and amends the State of Oklahoma's Statewide Contract No. 1013 with Standley Systems, LLC entered into by the parties and effective on June 24, 2020, (the "Contract"), including all supplements and amendments thereto. Unless otherwise indicated, capitalized terms used in this First Amendment without definition shall have the respective meanings specified in the Contract.

For good and valuable consideration, the parties agree as follows:

1. Supplier and State agree the following attachment is incorporated hereto:

Attachment A: PaperCut End User License Agreement ("EULA")

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SIGNATURES

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

STATE:


Joe McIntosh (Apr 16, 2024 14:15 CDT)

Authorized Signature

Joe McIntosh

Printed Name

CIO

Title

Apr 16, 2024

Date

SUPPLIER:



Authorized Signature

Brian Rice

Printed Name

Vice President of Finance

Title

April 15, 2024

Date

End User License Agreement (EULA)

1. AGREEMENT

This End User License Agreement is between PaperCut Software Pty Ltd (ACN 650 500 413) of Level 1, 3 Prospect Hill Rd, Camberwell, Victoria, 3124, Australia (PaperCut), and: the government of the State of Oklahoma, its employees, and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma ("State"):

- a. if there has been no charge for the license (an Evaluation License), the company or other entity that installed the Software for the purpose of the evaluation; or
- b. if there has been a charge for the license (a Production License), the company or other entity that applied for the Production License as set out in the Company Details tab on the Website.

2. DEFINITIONS (the definitions below are only applicable to this document and shall not supersede definitions in SW1013S)

Affiliate means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, an entity. For this purpose, one entity "controls" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract), including any subdivision of the State or any other entity entitled to make purchases off of an Oklahoma statewide contract

Agreement means the terms and conditions in this End User License Agreement, and, if this is a Production License any details in the Contract Details, as may be amended if both parties agree in writing.

Authorised Platform means servers, workstations, printers, multi-function devices and mobile devices that are owned, leased or controlled by You or Your Affiliates on which the Software is designed to be used.

Confidential Information means any non-trivial, non-public information, however recorded, preserved, disclosed or communicated (whether directly, indirectly, orally or by writing), disclosed by either party or its Representatives to the other party or its Representatives in connection with this agreement that is or, ought to have been, understood by the parties using reasonable business judgment, to be confidential. State agencies are subject to the Oklahoma Open Records Act and supplier acknowledges information marked confidential will be disclosed to the extent permitted under the Open Records Act. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9. Notwithstanding the foregoing, Supplier's Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

Contract Details means the details of any transaction for a Production License that relate to the Software license, including the maximum number of Users (or other license metric that is applicable to the particular Software program), the Maintenance & Support service and applicable Fees (excluding travel and taxes). to which You have otherwise agreed in writing with PaperCut.

Discloser means the party that makes a disclosure of Confidential Information.

Effective Date means:

- a. for an Evaluation License, the first date of installation of the Software on any of Your Authorized Platforms; or
- b. for a Production License, the date the State installs the license.

Evaluation License means the right to use the Software in accordance with clause 4.1.

Expiration Date means the last day of the production license period you may use the software.

Fees means the amount payable for the relevant Software license, the Maintenance & Support service or other items acquired under the Agreement, as applicable, exclusive of Taxes.

Fixed Term means the period between the Effective Date and the Expiration Date.

Intellectual Property Rights means copyright, moral rights, trade mark, design rights, service marks, patent, semiconductor or circuit layout right, trade secrets, know-how, database rights or other rights in the nature of intellectual property rights (whether registered or unregistered), or any right to registration of such rights, existing anywhere in the world, or protected by statute from time to time, whether created before, on or after the Effective Date.

License Key means any form of license file, lock, password or other mechanism that may be used to control access to, or manage

use of, the Software.

PaperCut Marks means all trademarks, service marks, logos or other words or symbols identifying the Software, Maintenance & Support service, PaperCut Customer Care service or PaperCut's business (whether owned by PaperCut or any PaperCut Affiliate), and all trademarks, service marks, logos or other words or symbols identifying any third party software that is licensed by the third party to PaperCut and integrated in the Software.

Maintenance & Support means the services described in clause 5.

Production License means the right to use the Software in accordance with clause 4.2.

Recipient means the party that receives a disclosure of Confidential Information.

Representatives means the employees, agents, contractors of a party, or those of any Affiliate, and the professional representatives of a party providing advice in relation to this Agreement, including the lawyers, bankers, auditors, accountants and insurers of a party.

Software means the object code version of PaperCut's software program made available to You, and any Updates and Upgrades that may be made available to You by PaperCut in its discretion, under this Agreement. The term Software does not include any beta, pre-release or other special release programs.

Support Policies means PaperCut's document that describes the policies, processes and scope of support services for the Software, as are posted on the Website under the heading 'Support'. The Support Policies may be updated by PaperCut in its discretion from time to time unless said update substantially changes the terms of this Agreement. However, no unilateral change in the Support Policies shall increase the burdens or change the obligations of the State under this Agreement.

Taxes Reserved.

Update means any bug fixes, patches or workarounds for the Software that have been produced primarily to overcome defects in the Software without significantly altering the functionality of the Software.

Upgrade means a version of the Software that has been produced primarily to extend, alter or improve the Software by providing additional functionality or performance enhancements (whether or not defects are also corrected). Upgrades do not include any software that is marketed by PaperCut as a different product. PaperCut shall determine in its discretion whether any software is an Upgrade or a different product.

User means an identifier (individual's name or generic term such as "purchasing officer") that is listed as a user in the Software's database. Any User that is defined by a generic term may only be used by a single individual. All Users from You and/or Your Affiliates who have identifiers listed as users in the Software's database are included in aggregate in the total number of Users.

Variation means any addition, deletion or substitution to any part of this Agreement that is made in accordance with this Agreement.

You (and Your) refer to the other party to this Agreement, being the entity that is the licensee of the Software.

Vendor means the entity/reseller providing PaperCut products to the State under the Oklahoma Statewide Contract.

Website means PaperCut's website from which You can acquire the Software, Maintenance & Support service, additional Software programs, add more Users or other license usage or extended Your Maintenance & Support service.

3. AGREEMENT AND LICENSE

3.1 In the case of an Evaluation License, the person that installs the Software and clicks "I Agree" during the installation process warrants to PaperCut that he/she has authority to enter into this Agreement on behalf the entity that is his/her employer.

3.2 In the case of a Production License, the person that clicked "I Agree" during the sign-on process warrants to PaperCut that he/she has authority to enter into this Agreement on behalf of the entity that was entered into the Company Details tab on the Website during the sign-on process.

3.3 By using the Software You accept this Agreement as from the Effective Date, and acknowledge that the parties are bound by the terms and conditions of the Agreement and Oklahoma Statewide Contract No. 1013S.

3.4 PaperCut may send a "proof of purchase" confirmation email or other document (Order Confirmation) after You acquire a Production License, summarizing the Contract Details. If You do not notify PaperCut in writing of any discrepancy in the Contract Details as set out in the Order Confirmation within seven (7) calendar days of receiving it, then you accept the Contract Details as set out in the Order Confirmation.

3.5 PaperCut will abide Oklahoma's privacy policy as agreed to in Oklahoma Statewide Contract No. 1013S.

Evaluation

3.6 If You requested a free-of-charge Evaluation License for the Software (via the Website or other means), then PaperCut will make the Software available for You to download from the Website, subject to Your acceptance of this Agreement. If You accept this Agreement then You acquire an Evaluation License, from the Effective Date until the license is terminated in accordance with clause 3.7. There is no Fee payable for an Evaluation License.

3.7 PaperCut does not provide Maintenance & Support services for Evaluation Licenses, but may, in its discretion, provide

assistance, advice and error correction services to support Your evaluation of the Software.

3.8 A Evaluation License:

- a. terminates automatically after 40 days from the Effective Date, unless extended by agreement with PaperCut;
- b. will be terminated if the Agreement terminates in accordance with clause 12.

Upgrading to a Production License

3.9 You may upgrade an Evaluation License to a Production License and agreeing to pay the relevant Fees. You may also order Maintenance & Support services at the same time. The Production License and any Maintenance & Support service will be provided on the terms and conditions of this Agreement. In the case of a Production License, PaperCut will provide You with a License Key to enable You to use the Software.

Production License

3.10 Where you acquire a Production License by agreeing to the Contract Details with PaperCut, including by completing the Contract Details in the sign-on process, then You acquire a license for the Software in accordance with clause 4.2 and the right to receive and install any Updates for that Software that may be issued by PaperCut from time to time. the State will install updates once said update is reviewed and approved by the State for security purposes. There are no additional Fees for this right to receive Updates.

Limited Feature Validity of License

The Scan to Cloud feature will only be activated with the Production License during the Maintenance & Support period. When this period ceases, the Scan to Cloud service may be deactivated.

The OCR Reader feature will only be activated with the Production License during the Maintenance & Support period. When this period ceases, the OCR Reader may be deactivated.

Maintenance & Support

3.11 Where You ordered Maintenance & Support services in the Contract Details, upon acceptance of your order, PaperCut will provide the Maintenance & Support services for 12 months from the Effective Date in accordance with clause 5.

Additional Licenses, Usage or Maintenance & Support.

3.12 If You wish to add more Software programs, add more Users or other license usage, or extended Your Maintenance & Support service – and such items are available from PaperCut at the time, You may order those items by completing and agreeing to the relevant Contract Details with the vendor.

3.13 If You do not extend Your Maintenance & Support service so that Maintenance & Support service is provided continuously, and subsequently wish to reinstate Maintenance & Support service, then You must back pay all the Maintenance & Support service fees outstanding prior to the Maintenance & Support service being reinstated..

Variations

3.14 Subject to clauses 3.9 and 3.12, this Agreement, or any part of it, may be varied by the parties agreeing to the Variation in writing (and the Variation will be binding when both parties have signed the Variation).

4. LICENSES

Evaluation License

4.1 From the Effective Date until the license is terminated in accordance with this Agreement, PaperCut grants You a non-exclusive, non-transferable, limited use license solely to install and run the Software on one or more computers that are Authorized Platforms, so You and your Affiliates can evaluate the Software to determine whether to acquire a Production License. Under this Evaluation License You and Your Affiliates may use the Software for testing and evaluation in a production environment prior to the termination of the Evaluation License.

Production License

4.2 Subject to PaperCut's receipt of the applicable Fees in accordance with the Contract Details, PaperCut grants You a non-exclusive, non-transferable, indivisible, limited use license solely to install and run the Software on one or more computers that are the Authorized Platforms, for use by You or Your Affiliates from the Effective Date until the license is terminated in accordance with this Agreement, for:

- a. up to the maximum number of Users or other license metric set out in the Contract Details, for Your internal business data processing/printing requirements in accordance with, and subject to any other limitation of use set out in, the Contract Details; and

- b. for testing, disaster recovery and backup (hot or cold), without additional Fees.
- c. For a Fixed Term Production License:
 - (i) terminates automatically at the Expiration Date, unless extended by agreement with PaperCut;
 - (ii) will be terminated if the Agreement terminates in accordance with clause 12.

Delivery and installation

4.3 PaperCut will make the Software available for download from the Website. If You specifically request, PaperCut will ship to You a physical copy of media with the software loaded on it. You are responsible for copying and installing the Software on the Authorized Platforms. You must follow any instructions provided by PaperCut when installing the Software.

Prohibited Actions

4.4 Nothing in this Agreement permits You to:

- a. use the Software to provide any facility management or service bureau service, or for the benefit of any third party (other than an Affiliate);
- b. disclose the Software or any online or hardcopy documentation related to the Software to any third party unless otherwise required by law (other than an Affiliate);
- c. adapt, translate, publish, communicate to the public, or create any derivative work or translation of the Software, unless expressly permitted by law;
- d. sub-license, lease, rent, loan, assign, novate or otherwise transfer the Software to any third party;
- e. reverse engineer, reverse compile, decompile or disassemble the object code of the Software or any part of the Software (or other underlying data), or otherwise attempt to derive the source code of the Software, except to the extent the permitted by law;
- f. use any part of the Software other than as an integrated part of the overall Software program;
- g. remove, alter or obscure any PaperCut Marks, or any proprietary or restricted use notice on the Software;
- h. allow the Software to become the subject of any charge, lien, encumbrance or security interest; or
- i. deal in any other manner with any or all of Your rights and obligations under this Agreement.

Compliance

4.5 You acknowledge and agree that the License Key may prevent, hinder or reduce availability of features where You are using the Software in excess of the usage rights that You have agreed to pay for.

4.6 During the period of this Agreement, You must permit PaperCut, or its nominee, to inspect and have access to the Software, the usage logs in the Software, and to any records kept in connection with this Agreement, for the purposes of ensuring that You (and Your Affiliates) are complying with the terms of this Agreement. PaperCut and/or its nominee agrees to comply with all applicable law, such as necessary training and background checks if accessing sensitive data. If PaperCut requires access to Your offices (or those of Your Affiliates) in order to access the Software or the relevant records then:

- a. PaperCut must provide reasonable advance notice to You;
- b. any access must be during business hours or other times agreed by You;
- c. PaperCut must use reasonable endeavors to minimize any disruption to Your business;
- d. if PaperCut uses a nominee to conduct the inspection, such nominee must not be a competitor to You and must sign a non-disclosure agreement with PaperCut that protects any information found during the inspection on terms that are no less protective than those terms that are included in clause 9 of this Agreement; and
- e. provide proof of any necessary background checks.

5. Maintenance & Support

5.1 This clause 5 applies during the period when You have acquired Maintenance & Support services for a Production License.

5.2 If and when PaperCut makes an Update or Upgrade generally available to customers with Maintenance & Support services for the Software, the Update or Upgrade will be made available to You at no additional charge.

5.3 If You (or any of Your employees or employees of any of Your Affiliates) believe that there is a defect in the Software, those employees should report it to Your internal support desk personnel, and Your internal support desk personnel should report it to PaperCut's support email address 24/7, or call PaperCut's support helpline during business hours. You must ensure that Your internal support desk personnel are technically competent and trained in the use of Software. They must use reasonable efforts to resolve the issue prior to contacting PaperCut for assistance.

5.4 PaperCut will use its best efforts to provide a remedy or a workaround for any defect in the Software that is reported to its support helpline in a timeframe that is reasonable, given the nature of the issue and the impact on Your business operations.

5.5 PaperCut shall have no obligation to provide Maintenance & Support services:

- a. for any Software which has not had any Update or Upgrade installed prior to the date that PaperCut has notified its customers as being the “end of life” date for that version. PaperCut shall provide its customers with at least 90 days’ written notice by posting notice on the Website of an “end of life” date for that particular version;
- b. to any adaptations, translations or derivative works made to the Software; or
- c. for any Evaluation License.

5.6 PaperCut shall have no obligation to provide Maintenance & Support services where faults arise from:

- a. misuse, incorrect use of or damage to the Software from whatever cause (other than any act or omission by PaperCut), including failure or fluctuation of electrical power;
- b. failure to maintain the necessary environmental conditions for use of the Software;
- c. use of the Software in combination with any equipment or software other than Authorized Platforms;
- d. any breach of Your obligations under this Agreement; or
- e. having the Software maintained by a third party.

5.7 If it is necessary for PaperCut to attend Your (or Your Affiliates’) premises to provide Maintenance & Support services, or PaperCut determines that the work it performed in relation to a logged issue was caused by any of the items in clause 5.6, then You must pay for such work at PaperCut’s then current Fees and charges as well as any expenses (and travel time) incurred by PaperCut in performing such work.

5.8 Maintenance & Support Plus – PaperCut offers extended support services beyond standard business hours based on the same terms of support at an additional cost to You.

6. FEES AND TAXES

6.1 PaperCut will provide You with the ability to download the Software from our Website as an Evaluation License for use in accordance with this Agreement without charge.

7. TRADEMARKS

7.1 You acknowledge and agree that PaperCut is the owner and/or licensee of the PaperCut Marks. You do not acquire any right to use, or interest in, any of the PaperCut Marks. You must not at any time or in any way assert any ownership of, or any right in, the PaperCut Marks and You must not contest the right of PaperCut or any PaperCut Affiliate or any of their licensors to the use of any of the PaperCut Marks.

7.2 PaperCut will abide by the publication terms of Oklahoma Statewide Contract No. I013S.

8. PROPRIETARY RIGHTS

8.1 All Intellectual Property Rights created by any person that are adaptations, translations and derivative works in the Software or related documentation, are and shall remain the exclusive property of PaperCut (and its licensors, if any) or shall vest in or be transferred to PaperCut immediately upon creation, as the case may be.

8.2 Except for the rights expressly granted by PaperCut to You under this Agreement:

- a. PaperCut and its licensors, if any, reserve all right, title and interest in and to the Software or related documentation and all Intellectual Property Rights in them;
- b. no right, title or ownership interest in or to the Software or related documentation whether by implication, estoppel or otherwise, is granted, assigned or transferred to You under or in connection with this Agreement.

8.3 Reserved.

Third Party Proprietary Rights:

8.4 Third party software. The Software may include third party software from whom PaperCut has obtained a licensed right.

Licenses for Attributions to third party software and relevant license information are provided in the file `THIRDPARTYLICENSEREADME.txt` in the root folder of the Software installation. Papercut has obtained all necessary licenses for use in its software, should any third party assert an action against the State for violation of its licensing PaperCut will indemnify the State for all costs associated with the defense of the action, including the costs of asserting the right to indemnification, and will secure the licenses on behalf of the State or their equivalent to provide the same or substantially similar services under this Agreement.

9. CONFIDENTIAL INFORMATION

9.1 State agencies are subject to the Oklahoma Open Records Act and supplier acknowledges information marked confidential will be disclosed to the extent permitted under the Open Records Act. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9. Notwithstanding the foregoing, Supplier's Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy. The Recipient must not use any of the Discloser's Confidential Information except in connection with the performance of its obligations specified in this Agreement.

9.2 The Recipient must not disclose the Discloser's Confidential Information to any third party without obtaining the Discloser's prior written consent, provided that the Recipient may disclose the Discloser's Confidential Information to:

- a. its employees, agents and contractors, and those of any of its Affiliates, who have entered into a written agreement with the Recipient that is no less protective of the Discloser's Confidential Information than this Agreement provided those persons have a need to know such information for the purposes of this Agreement;
- b. to its lawyers, bankers, auditors, accountants and insurers, who have a need to know the information in order to provide professional advice to the Discloser relating to this Agreement.

9.3 You must ensure that each person who is issued with a License Key does not disclose their License Key to any other person outside of the organization.

9.4 The Recipient must use, and must ensure that any person to whom it is permitted by this Agreement to disclose the Discloser's Confidential Information to uses, the same measures to protect the Discloser's Confidential Information as it uses to protect its own confidential information, but in no event less than reasonable measures.

9.5 The restrictions in this clause 9 shall not apply to information that:

- a. is independently developed by the Recipient without any access to the Confidential Information of the Discloser;

- b. becomes known to the Recipient without restriction, from a third party who, to the Recipient's knowledge, was not bound by a confidentiality agreement with the Discloser, or otherwise prohibited from disclosing the information to the Recipient, or had the right to disclose it;
- c. was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
- d. was lawfully in the possession of the Recipient before the information was disclosed to it by the Discloser, and that was not subject to a confidentiality obligation;
- e. is or becomes part of the public domain through no act or omission of the Recipient;
- f. the parties agree in writing is not confidential or may be disclosed; or
- g. is required to be disclosed under an order or requirement of a court, administrative agency, or other governmental body (but only to the minimum extent required to comply), provided however, that PaperCut shall provide prompt notice to the State of any potential disclosure and shall use its reasonable efforts to prevent disclosure of such information..

Privacy

9.6 The parties must:

- a. comply with the requirements of the any privacy law in Oklahoma; and
- b. only use, manipulate, store and handle personal information for the purposes of meeting its obligations under this Agreement.

9.7 You warrant that:

- a. Each individual about whom PaperCut will obtain personal information from You as a result of this Agreement has agreed to the handling and processing of his or her personal information as outlined in Oklahoma's privacy policy in the statewide contract.;
- b. You have obtained the informed consent from each individual about whom PaperCut will obtain personal information from.
- c. PaperCut, its Representatives and their permitted successors, assignees and sub-licensees may use that individual's personal information only on an as needed basis to provide necessary services under this Agreement.

9.8 You agree that PaperCut may collect and use technical information – including but not limited to technical information about your system setup, license, and feature usage – that is gathered periodically to facilitate the provision of Software updates, product improvement, product support and other services to You. PaperCut may use this information to improve, provide, and develop our products, services and technologies. PaperCut will not disclose this information in a form that personally identifies you.

9.9 Obtaining Updates

- a. By clicking the "Check for updates" button, You authorize PaperCut to gather system, version and licensing information to facilitate the provision of software updates, product support, and other services to You (if any) related to the PaperCut software.
- b. You agree that our systems may from time to time automatically update the PaperCut Mobility Software that You have installed to a newer version. This may involve the automated collection of system information. You agree to receive these automatic updates without any additional notice.

10. LIMITATION OF LIABILITY

10.1 Except as set out in this Agreement, to the extent permitted by law, and subject to clause 10.2, PaperCut's total, cumulative liability to You (and Your Affiliates) for any claim whether it be for breach of contract (including under an indemnity), in tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Software, the Maintenance & Support service, this Agreement or the relationship between the parties, shall be limited to \$10,000,000.00.

10.2 Reserved.

10.3 PaperCut will abide by the warranty included in the Statewide Contract.

10.4 You act as an agent for Your Affiliates in respect of this Agreement and are responsible to PaperCut for their acts and omissions.

11. INDEMNIFICATION

12. TERMINATION

12.1 PaperCut may immediately terminate this Agreement for cause by giving You written notice if You:

- a. breach any of the provisions of clauses 4, 6, 7.2, 8.3, 9 or 13.5;

- b. breach any other provision of the Agreement and You do not remedy it within 14 days of PaperCut providing You written notice of the breach;

- c. cease to carry on business, are unable to pay Your debts as they fall due, You enter into liquidation or have a controller, managing controller, liquidator or administrator appointed or suffer any similar event in any jurisdiction; or
- d. Reserved.

12.2 The State shall have termination rights per SW1013S.

12.3 If this Agreement terminates:

- a. any license for Software and its related Maintenance & Support terminates immediately;
- b. each party shall immediately return to the other – or at the other party’s request, destroy – any of the other’s Confidential Information;
- c. You must ensure that all copies of the Software installed pursuant to this Agreement are uninstalled and deleted from all hardware in your possession or control within sixty (60) days of the date this Agreement is terminated.

12.4 Any termination of this Agreement shall not prejudice, limit or restrict any other rights or remedies either party may have arising prior to such termination. To the extent permitted by law, PaperCut shall be under no obligation to refund any amounts paid by You for any of the Software or Maintenance & Support services that have been provided prior to any termination of this Agreement.

13. GENERAL

Notices

13.1 Any notice that is given under this Agreement:

- a. by PaperCut NG/MF may be:

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

And

Chief Information Officer
2401 N. Lincoln Blvd. #300
Oklahoma City, OK 73105

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

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

13.2 A notice is deemed to be received upon receipt or upon refusal of the intended party to accept the receipt of the notice.

Relationship of Parties

13.3 The parties to this Agreement are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties, constitute any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

Compliance with Laws

13.4 Both parties must comply with all laws which are relevant to them in performing their obligations under this Agreement.

Assignment

13.5 You must not assign or transfer this Agreement or any rights or obligations under this Agreement, in whole or part, without the prior written consent of PaperCut.

13.6 Reserved.

Waiver

13.7 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Remedies

13.8 Except as specifically provided otherwise in this Agreement, the rights and remedies provided under this Agreement are cumulative and in addition to, and not exclusive of, any rights or remedies provided by law.

Severability

13.9 If any part of this Agreement is determined to be invalid, illegal or unenforceable by any court or competent authority, such part will be severed from the remainder of the Agreement and the remaining provisions will continue in force.

Force Majeure

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

13.10 All clauses which naturally survive termination of the Agreement, including clauses 4.6, 7.1, 8, 9, 10, 12.3(b), 12.4 and 13, will survive termination of this Agreement.


Export

13.11 You acknowledge and agree that the Software may be subject to applicable export and import laws. You agree not to export the Software or any direct product thereof, directly or indirectly in violation of these laws, nor will they be used for any purpose prohibited by these laws, including nuclear, chemical or biological weapons proliferation.


Governing Law

13.12 If You are resident, domiciled or incorporated in the USA, this Agreement will be governed by the laws of the State of Oklahoma, USA, without regard to its conflict of law principles. The parties submit to the exclusive jurisdiction of the courts in the State of Oklahoma. You hereby agree any claims will be brought exclusively in the federal or state courts located in Oklahoma and the parties hereby irrevocably consent to the personal jurisdiction and venue of the courts located in Oklahoma for the purpose of litigating any and all such claims.

State of Oklahoma

By: 
Name: Joe McIntosh
Title: CIO
Date: Apr 15, 2024

PaperCut Software Pty Ltd.

By: 
Name: James Fergusson
Title: Head of Global Finance
Date: 12 Apr 2024





SW1013S Amendment

Final Audit Report

2024-04-16

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