

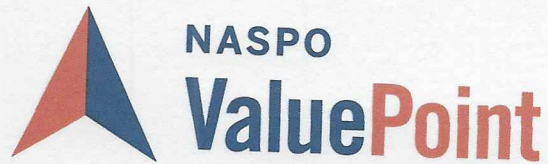
**PARTICIPATING ADDENDUM BETWEEN THE
STATE OF OKLAHOMA AND CONFI-CHEK, INC. ("SW1022")
TO THE NASPO MASTER AGREEMENT NO. AR3097**

NASPO ValuePoint

PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah



Master Agreement #: AR3097

Contractor: **CONFI-CHEK, INC.**

Participating Entity: **STATE OF OKLAHOMA**

The following products or services are included in this contract portfolio:

- *Removable Example: All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum ("Addendum") is entered into and effective July 25, 2019 (the "Effective Date") by and between the State of Oklahoma, by and through the Office of Management and Enterprise services (the "State" or "Participating Entity") and Confi-Check, Inc. ("Contractor") and covers **Cloud Solutions** led by the State of *Utah* for use by state agencies, interlocal entities, and affiliates authorized by the State to utilize State contracts with the prior approval of the State's Chief Procurement Official.

This Addendum consists of the following documents, which are incorporated herein as part of this Addendum:

- a) Exhibit No. 1-The State of Oklahoma Specific Terms and Conditions; and
- b) Exhibit No. 2-Confi-Check Pricing Proposal.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state entities, interlocal entities, or affiliates authorized to use statewide contracts in the State of Oklahoma ("Authorized Purchaser"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

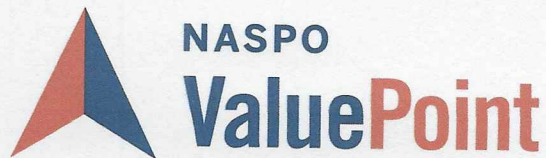
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4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Scott Johnson
Address:	1821 Q St, Sacramento, CA 95811
Telephone:	(916) 825-4901
Fax:	
Email:	Scott@Enformion.com

Participating Entity

Name:	IT Statewide Initiatives Lead
Address:	5005 N. Lincoln Blvd. Ste. 200, Oklahoma City, Ok 73105
Telephone:	(405) 521-4772
Fax:	N/A
Email:	purchasing@omes.ok.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions. Please see attached Exhibits.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Oklahoma, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

**PARTICIPATING ADDENDUM BETWEEN THE
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PARTICIPATING ADDENDUM

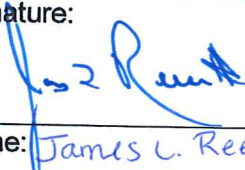
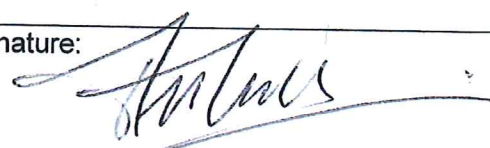
CLOUD SOLUTIONS 2016-2026

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7. Orders: Any order placed by an Authorized Purchaser for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
8. Participating Addendum Integration. This Addendum and the Master Agreement sets forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to the terms and conditions of this Addendum and the Master agreement through an Order or other document is null and void and hereby rejected, unless agreed to in writing by the parties to this Addendum. The terms and conditions of this Addendum and the Master Agreement shall prevail and govern in case of any attempted modifications or inconsistent terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor: Confi-Chek
Signature: 	Signature: 
Name: James L. Reese II	Name: Philippe de Raet
Title: Chief Information Officer	Title: Vice President - Public Sector
Date: 8-6-2019	Date: July 25, 2019

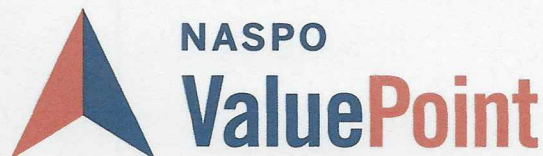
[Additional signatures may be added if required by the Participating Entity]

**PARTICIPATING ADDENDUM BETWEEN THE
STATE OF OKLAHOMA AND CONFI-CHEK, INC. ("SW1022")
TO THE NASPO MASTER AGREEMENT NO. AR3097**

NASPO ValuePoint
PARTICIPATING ADDENDUM

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah



For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

***Please email fully executed PDF copy of this document
to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.***

**EXHIBIT 1 TO THE PARTICIPATING ADDENDUM BETWEEN THE
STATE OF OKLAHOMA AND CONFI-CHECK, INC. ("SW1022")
TO THE NASPO MASTER AGREEMENT NO. AR3097**

STATE OF OKLAHOMA SPECIFIC TERMS AND CONDITIONS

Any and all licensing, maintenance, or order-specific agreements referenced within the terms and conditions of this Master Agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum, the Master Agreement, and to the extent the terms are not in conflict with applicable Oklahoma law. In the event of conflict among the terms and conditions, the Participating Addendum shall take precedence.

1. Definitions: The parties agree that, when used in the Agreement, the following terms are defined as set forth below:

A. Acquisition

The term ("Acquisition") means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

B. Contract Document

The term ("Contract Document") means this Agreement, any statement of work, work order, or other similar ordering document related hereto and executed by the Vendor and the State of Oklahoma, as applicable; any purchase order related hereto; other mutually agreed documents; and any Addendum to any of the foregoing.

C. Purchasing Entity

The term ("Purchasing Entity") shall include the State of Oklahoma (the "State") and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

D. Destination

The term (“Destination”) means delivered to the receiving dock or other point specified in the applicable Contract Document.

E. Indemnified Parties

The term (“Indemnified Parties”) means the State of Oklahoma and Customers, and/or their officers, agents, employees, representatives, contractors, assignees and/or designees.

2. Limitation of Authority

With respect to procurement transactions for Customers, Vendor shall have no authority to act for or on behalf of Customers or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

3. Administrative Fees

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. “Contract Usage Report” shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods
 - a. January 01 through March 31, due April 30
 - b. April 01 through June 30, due July 31
 - c. July 01 through September 30, due October 31
 - d. October 01 through December 31, due January 31

All Contract Usage Reports shall be delivered to:

E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within forty-five (45) calendar days from the completion of the applicable quarterly reporting period set forth above.

Contractor agrees to notify OMES-ISD Procurement via the email address set forth below twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s) paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:
Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105

4. Pricing

A. Pursuant to 68 O.S. § 1404, 68 O.S. § 1352, and 68 O.S. § 1356, Customers under the Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use, and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Customers will provide Vendor with a tax exemption certificate upon request. Any taxes of any nature whatsoever payable by the Vendor shall not be reimbursed by the Customer.

- B.** Pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder..
- C.** The price to the Customer under the Participating Addendum shall include and Vendor shall prepay all shipping, packaging, delivery and handling fees. All Product deliveries will be Free on Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

5. Invoices and Payment

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

6. Termination for Non-appropriation

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be

liable for any damages or any other amounts which are caused by or associated with such termination.

7. Notices

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be address as follows:

If sent to the State of Oklahoma:

James L. Reese, II
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

8. Choice of Law

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of the Contract Documents shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

9. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, or any of the Contract Documents, shall be in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the Agreement, the State does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the State.

10. Conflict of Interest

In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further,

as long as the Vendor has an obligation under the Agreement, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State.

11. 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 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. 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 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, a Purchasing Entity may terminate a purchase order if Vendor cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Purchasing Entity.

12. Invalid Term or Condition

To the extent any term or condition in the Participating Addendum conflicts with an applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, Purchasing Entity makes no representation or warranty regarding the enforceability of such term or condition and Purchasing Entity does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.

13. Audits and Records Clause

- A.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Vendor agrees any pertinent federal or State agency or governing entity of a Purchasing Entity shall have the right to examine and audit all records relevant to the execution

and performance of the Contract except costs of Vendor that comprise pricing under the Contract, unless otherwise agreed.

- B.** The Vendor is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

14. Compliance with Applicable Laws

- A.** As long as Vendor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Vendor shall comply with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
 - i.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. § 81.
 - ii.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - iii.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
 - iv.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - v.** Anti-Lobbying Law set forth at 31 U.S.C. § 1325 and as implemented at 45 C.F.R. part 93;
 - vi.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity;

- vii. Be compliant with the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. § 1312, and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. § 1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and
 - viii. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- B. The Vendor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- C. As applicable, Vendor agrees to comply with Governor's Executive Order 2012-01, effective August 06, 2012, which prohibits the use of any tobacco product on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

The Addendum does not create an employment relationship. Individuals performing Services required by the Addendum are not employees of the Purchasing Entity. The Vendor's employees shall not be considered employees of the Purchasing Entity for any purpose, and accordingly shall not be eligible for rights or benefits accruing to such employees.

Vendor acknowledges and agrees that the existence of the Contract or any Acquisition thereunder is not in any way an endorsement by the Purchasing Entity, the Products or the Services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Participating Addendum wherein the name of the Purchasing Entity is mentioned or language used from which the connection of the Purchasing Entity therewith may, in the State's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter

or release any informational pamphlets, notices, press releases, research reports, or similar public notices without obtaining the prior written approval of the State.

17. Open Records Act

Vendor acknowledges that Purchasing Entity are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Purchasing Entity will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act, no Contract provision is confidential information and, therefore, any provision is subject to disclosure under the Open Records Act.

18. Section 8, Confidentiality, is hereby modified to add the following provision:

- A. The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as needed by Vendor for performance of its obligations under the Contract. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. If Vendor utilizes a subcontractor, Vendor shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- B. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized in advance to do so in writing by the State Purchasing Director, the individual with administrative control over a Customer or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Purchasing Director any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

19. Assignment and Permitted Subcontractors

- A.** Vendor's obligations under the Addendum may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Vendor assign its rights to payment, in whole or in part, under the Addendum, Vendor shall provide the State of Oklahoma with written notice of the assignment. Such written notice shall contain details sufficient for the Participating Entity to perform its payment obligations without any delay caused by the assignment.
- B.** If the Vendor is permitted to utilize subcontractors in support of the Addendum, the Vendor shall remain solely responsible for its obligations under the terms of the Addendum and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name, and by employee name if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform, as applicable, the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State of Oklahoma further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- C.** All payments under the Addendum shall be made directly to the Vendor, except as provided in Section A above regarding the Vendor's assignment of payment. No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or a subcontractor.

20. Failure to Enforce

Failure by the State or a Customer, as applicable, at any time to enforce a provision of, or exercise a right under, the Addendum shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Addendum at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Addendum.

21. Mutual Responsibilities of the Parties

- A.** Neither the State nor the Vendor grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Addendum is a non-exclusive contract, and each party is free to enter into similar agreements with others.
- C.** The Customer and Vendor each grant the other only the licenses and rights specified in the Addendum and all other rights and interests are expressly reserved.
- D.** The State and Vendor shall reasonably cooperate with each other and any vendor to which Products and/or Services under the Contract may be transitioned after termination or expiration of the Addendum.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either Customer, the State or the Vendor is required under the Addendum, such action shall not be unreasonably delayed or withheld.

22. Indemnification

A. Acts or Omissions

Vendor shall indemnify and hold harmless the Indemnified Parties, as applicable, from any and all liability, including costs, expenses and attorney fees, for actions, claims, demands and suits arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified

Parties to the extent arising from any negligent act or omission or willful misconduct of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Addendum.

B. Coordination of Defense

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

23. Miscellaneous

A. Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

B. Section Headings

The headings used in any Contract Document are intended for convenience only and do not constitute terms of the contract.

C. Sovereign Immunity

Notwithstanding any provision of any Contract Document, the State does not waive its sovereign immunity or immunity from suit.

D. Survival

As applicable, performance under all license, subscription, service agreements and other similar Contract Documents entered into between Vendor and any Customer under the terms of the Contract shall survive expiration or termination of the contract. Additionally, rights and obligations under the Addendum which by their nature should survive including, but not limited to, payment obligations invoiced prior to expiration or termination; confidentiality obligations and indemnification remain in effect after expiration or termination of the contract.

E. Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between a Customer and Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid.

B. Compliance and Electronic and Information Technology Accessibility

Vendor shall comply with federal and State laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. and shall provide a Voluntary Product Accessibility Template (“VPAT”) describing such compliance, which may be provided via a URL linking to the VPAT. If Products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum. Accordingly, in each statement of work

or similar document issued pursuant to the Addendum, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

C. Offshore Services

Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. Notwithstanding, this section shall not prohibit Contractor from providing Order related administration and/or support services available from its global locations outside of the United States.

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ONLINE SKIP TRACING AND RELATED DATA SERVICES

STATE OF OKLAHOMA



PRICE PROPOSAL

Confi-Chek, Inc.

1915 21st Street, Sacramento, CA 95811

EIN 94-3359257 | DUNS 859038655 | CAGE Code 4DBU1

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Secondary NAICS 518000 Data Processing, Hosting, Related Services, Small Business

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Point of Contact:

[Scott Johnson](#)

Director of Government Services

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TRANSMITTAL AND EXECUTIVE SUMMARY

Glenda Caudle
Strategic Alliance Management (SAM)
Information Services Division
Office of Management and Enterprise Services

Ms. Caudle,

Thank you for the opportunity to present our proposal of services and associated fee schedule for your consideration.

This offer speaks to Oklahoma's interest in a simplified statewide skip-tracing and investigative data solution, with a consistent pricing discount plan for all participating state and municipal entities.

We provide three methods of access to our data resources. While the vast majority of our government customers select our cloud-provisioned web-based investigative portal, we have also included our other two access frameworks for your consideration.

Our **web portal** is available for use quickly after procuring the subscriptions, with account provisioning completed within two business days. Our portal is designed by professionals in the industry, for professionals. It is well-renowned as a market-leading platform and is an obvious choice for customers that desire an all-in-one solution.

The Enformion **API** is a very low-cost solution designed for integration with other modern web-enabled applications. For example, if a customer already uses a customer relationship management system or similar web-based account management software system, connecting the system to our API enables use of our data resources within the platform they already use.

And lastly, our **batch file exchange** system allows data exchange between Enformion and older legacy software applications used by the customer.

Sincerely,

Scott Johnson
Director, Government Services
(916) 250-2300 Desk
Scott.Johnson@Enformion.com

Executive Summary

About Confi-Chek

The Confi-Chek story began some 30 years ago in the private investigation and person locator services industry, supplying data and services to a variety of investigative vertical markets including

law enforcement, investigative, debt collection, and financial services. Since then, the company has evolved into a central figure in the person-data industry.

Our consumer platform is the well-known Internet brand, PeopleFinders.com, and is a strong commercial success while our commercial and government platform, Enformion, has continued to grow each year since its introduction in 2010.

About the Enformion Platform

The Enformion platform aggregates over 6,000 public record and commercial data sources with integrated real-time web and social media search.

Ease-of-use and flexibility were key design goals of our platform. As a cloud-hosted application, there is no software to install and maintain. The platform works with all major web browsers, mobile devices, and operating systems.

Our data content is also available via batch file exchange and application program interface (API) services for integration with third-party cloud applications.

The Enformion platform and its resources are developed and supported internally by our fulltime staff, within the United States.

Administrative Features

Enformion is a mature platform with comprehensive administrative capabilities built-in. The administrative interface is an easy-to-use graphical tool that provides self-help access for our customers' account administrators. The tool allows the customers' administrative role to add or remove access to specific data types for each login ID, enable or disable various features, and review data usage for the account in aggregate or by individual user.

Confi-Chek includes two (2) administrative user logins for each agency account. Additional administrative accounts are provided at the agreed incremental per-seat subscription rate.

End User Support

Confi-Chek end user support for Enformion is unlimited and included. Our help desk is reachable via telephone, email, and web-based chat services.

Subscriptions

Confi-Chek offers an annual service with unlimited access, fixed-cost government agency subscriptions that include the Enformion Core Data Resources content, detailed in [Appendix A](#).

Confi-Chek offers our subscriptions with single and multi-year fixed-cost agreements, and with flexible payment arrangements including annual, or monthly installments.

Technical Strengths

Our secret sauce is our algorithmic capability to match records from thousands of incoming data sources to our database identities. These proprietary algorithms analyze the data for variations that are to be expected between disparate data sources and accurately matches and appends the information to the identified individual, developing a personal profile.

Phone Numbers

Confi-Chek offers one of the highest quality landline and mobile phone records in the industry.

Archival Depth

The Enformion platform has aggregated individual telephone, address, and relationship histories for decades. We retain this information, and all is searchable.

For example, queries of an old address or telephone number from more than twenty years ago is easily resolved to the subject's current profile.

Business and Corporation Data

While many other competitive sources also have business and corporate information, Enformion specializes in linking principals on business registration filings to Enformion person profiles. A subject's business interests are identifiable from comprehensive reporting of our individual person profiles and registered business principals are linked to our corresponding person records.

Linkages and Relationships

Enformion's vast aggregation of current and historical data sets allows us to match telephone data, address records, relative and associate linkages to generate deep and comprehensive profiles for each individual in our databases.

These linkages provide a broad-based investigative resource that combines other data features such as adverse criminal arrest, convictions, and court activities.

Our Services

The Enformion person-data platform aggregates over 6,000 commercial, public record, and government sources of information. Beyond this, we routinely develop new interfaces for additional data sources and continuously improve our platform.

All sources are reviewed and vetted to ensure that they are compliant with all local and federal rules regarding data privacy.

Enformion's core data sets represent one of the largest collections of public and commercial data person-records in the marketplace.

Enformion Web Platform

The Enformion Web Platform is the most convenient method of accessing our data content and also functions as an efficient investigative tool.

The platform is licensed in two separate ways to government customers, as a discounted offering of our normal commercial subscription, or as an unlimited access subscription option that is only offered to government agencies.

Discounted Commercial Usage-Based Subscription

Commercial customers subscribe to Enformion on a monthly basis with a \$25.00 minimum charge per seat. The \$25.00 is credited toward usage, which is incurred with each successful record lookup, and each report requested. For government customers procuring under Confi-Chek's NASPO ValuePoint agreement, the \$25.00 minimum monthly charges are waived, and the usage-incurred fees are discounted at the NASPO ValuePoint agreement rate. Fees for these queries and reports vary and are provided below. Monthly invoices are remitted for usage-based subscribers.

If the individual anticipates more than a handful of queries and reports per month, our Government Unlimited subscription offer is more economical.

Government Unlimited Subscription

The Government Unlimited offering is our most-commonly sold service. Confi-Chek's Commercial rate for this service is \$1200.00 per year, and we have discounted this to \$900.00 per year under our NASPO ValuePoint agreement.

For Statewide Purchasing Addenda, we further discount this service to \$780.00 per year for multi-agency, multi-year blanket procurement agreements without a minimum volume commitment.

Law Enforcement agencies for small cities and counties, as described below, are also provided a substantial additional discount, when located within a state covered by a NASPO ValuePoint Purchasing Addendum. These agencies have been traditionally underserved by our industry, and this is a service we have committed to for the NASPO community.

Enformion Web Platform Services	Usage Based	Government Unlimited
Annual Subscription Fee Per Seat	\$	\$750.00
Monthly Subscription Fee Per Seat	\$25.00	
Per-Search Pricing		

Enformion Web Platform Services	Usage Based	Government Unlimited
Comprehensive Person Report	\$4.00	0.00
Premium Person Search	\$0.80	0.00
Birth Records	\$0.40	0.00
Death Records	\$0.20	0.00
Divorce Records	\$0.40	0.00
Marriage Records	\$0.20	0.00
SSN Verifier Plus	\$0.20	0.00
Assessor Property Records	\$1.60	0.00
Deeds Records	\$1.60	0.00
Real Property-Combined Search	\$1.60	0.00
Aircraft Records	\$0.80	0.00
Domain Registrations	\$0.40	0.00
Vehicle Ownerships	\$1.60	0.00
Vessel Records	\$0.80	0.00
Premium Profile Report	\$4.00	0.00
Mini Profile	\$1.20	0.00
Neighborhood Profile	\$0.80	0.00
Criminal Profile	\$6.00	0.00
Shared Residence Report	\$0.80	0.00
Telephone / Cell Phone Report	\$2.40	0.00
Combined Business Search	\$2.40	0.00

Enformion Web Platform Services	Usage Based	Government Unlimited
DBA / FBN Records	\$0.80	0.00
FEIN-Tax ID Records	\$0.80	0.00
Corporate Records	\$0.80	0.00
Workplace Records	\$2.00	0.00
DEA Licenses	\$0.80	0.00
Pilot's Licenses	\$0.80	0.00
Professional Licenses	\$0.80	0.00
Arrest Records	\$0.80	0.00
Criminal Records	\$4.00	0.00
Sex Offender Records	\$0.40	0.00
Prohibited Party / Terrorism Search (OFAC)	\$0.40	0.00
Traffic Records	\$0.40	0.00
National Warrants	\$0.40	0.00
Bankruptcy Records	\$0.80	0.00
Bankruptcy, Lien, Judgement Records	\$2.40	0.00
Eviction Records	\$0.80	0.00
Foreclosure Records	\$0.80	0.00
Tax Lien Records	\$0.80	0.00
Civil Judgements	\$0.80	0.00
Social Media Profile Reporting	\$6.50	6.00

Small City Discount

To facilitate the procurement and adoption of our services for use by public agencies in small cities with populations of less than 5,000 people, we will make our web portal unlimited service available for a specially reduced fee.

Small City Web Portal Subscription Plan	Government Unlimited
Annual Subscription Fee Per Seat	\$350.00

Batch and API Bulk Data

Most of the Confi-Chek data is available for integration with third-party customer applications and software. We offer this with two methods of access.

Batch Data is a file exchange service. The customer transmits a “request” file containing typically names and Social Security Numbers, but is very flexible, to the Enformion automated secure transfer protocol gateway. Automatically, the file is processed, and an output file is created to the specifications agreed to in the contract. The file is then ready for retrieval the next day by the customer’s own automated or manual process. Output files are typically in the form of comma or space-delimited files, with significant flexibility. The file format and output content are agreed on a case-by-case basis.

Application Program Interface (API) access is similar, without the file exchange process. Customers with suitably-equipped web applications can configure those applications to access our data content on-demand. The cost per record is the same, but a much lower overall cost may be expected, because data is only accessed and consumed when needed, not in bulk (whether used or not before refreshed again).

If the agency subscribes to at least 100 seats, batch and API services are bundled with the web subscription **No Charge** under our NASPO ValuePoint agreement, indicated as a 100% discount.

Customers that subscribe to the Confi-Chek API and batch services on a per-query basis are charged as following. We do not charge for a non-matched request.

This service can also be subscribed to for a flat annual subscription, with an estimate of approximate data volume. Considerable volume pricing discounts are offered and quoted on a case-by-case basis, by content and volume.

API AND BATCH PROCESSING SERVICES	PRICE PER RECORD
COMPREHENSIVE PROFILE (1 PERSON, ALL PERSON DATA) EXCLUDES SOCIAL MEDIA, ON-SITE COURT RECORDS, VEHICLE REGISTRATIONS	\$2.05
MINI PROFILE - SSN, WHERE ISSUED, CURRENT PHONES, CURRENT NEIGHBORS, FAMILY	\$1.20
FIND A PERSON	\$0.48
NEIGHBORS SEARCH	\$0.14

RELATIVES / ASSOCIATES	\$0.20
BEST NAME & ADDRESS	\$0.32
BEST (3) PHONE NUMBERS	\$0.34
ALL PHONE NUMBERS	\$0.34
REVERSE PHONE SEARCH	\$0.80
EMAIL ADDRESSES	\$0.18
ADDRESS REPORT	\$0.50
ADDRESS HISTORY (OWNERSHIP / OCCUPANTS)	\$1.13
NON-VERIFIED WORKPLACE SEARCH	\$0.40
SOCIAL MEDIA SEARCH	\$4.05
COMBINED ASSET REPORT - VESSELS, AIRCRAFT, PROPERTY	\$1.13
ASSESSOR PROPERTY RECORDS	\$0.80
DEED / RECORDER RECORDS	\$0.80
REAL ESTATE COMBINED PROPERTY RECORDS	\$1.01
MOTOR VEHICLES REPORT	\$1.02
SSN VERIFICATION	\$0.13
BANKRUPTCIES / JUDGEMENTS / LIENS	\$0.57
EVICTIONS	\$0.50
FORECLOSURES	\$0.50
CRIMINAL RECORD SEARCH	\$1.04
ARREST RECORDS (REAL-TIME)	\$2.52
GLOBAL WATCHLISTS (OFFICE OF FOREIGN ASSETS CONTROL)	\$0.16

Premium Data Services

Confi-Chek's premium data service offerings are covered under our NASPO ValuePoint "Premium Data Services" blanket category. Our premium services include required integration with outside entities, and we incur an additional cost as we consume these, which is passed along to the customer. These services are provided a 10% discount from our published commercial price.

Premium Data Service	Details	Commercial Price
Court Case Records		\$15.95 + Court Doc Fee
Social Media Presence (e.g. Facebook, Twitter, etc.)		\$7.00 Per Search

Premium Deceased Notifications	Deceased notifications, sourced from obituaries, coroners, mortuaries, etc.	\$0.15 Per Subject Per Batch
Consumer Credit Reports	Open/Closed Accounts, Delinquencies, Credit Score, etc. Single Bureau.	\$7.00
Dun & Bradstreet Reports	Comprehensive business profile reports including executive management, publicly-traded financial information, UCC filings, creditworthiness, estimated assets, and relationships between businesses.	\$35.00

Premium Deceased Data

Enformion's Core Data Resources include public record deceased and date-of-death information within our Government Unlimited Subscription. This is primarily comprised of the Social Security Administration's Death Master File, and some other commercial credit sources. These public records are considerably out-of-date (at the source) and not sufficient for requirements such as social welfare benefits, Medicaid, or public pension fund purposes. These types of entities expend considerable public resources on an on-going basis and need to be informed as soon as possible of a beneficiary's death. Approximately 1 out of 10 deaths in the US are reported to the SSA file annually.

The Confi-Chek Premium Deceased Data addresses this problem. Confi-Chek leverages are computing infrastructure and 13,000 industry-specific sources, such as obituaries, coroners, and funeral homes, to substantially address this risk issue on behalf of our customers. Each positive "hit" is separately validated with additional lookups to reduce the risk of false-positives.

Considering the average capitated payment (HMO premium) per Medicaid beneficiary ranges from \$400 to \$8000 per month in the US, the economic risk of improper payments is enormous.

The Premium Deceased Data service operates within our batch services infrastructure as-described above, with a two-day typical turnaround and can be subscribed to biweekly, monthly, quarterly, semi-annually, or annually.

Considerable volume pricing discounts are offered with this service and quoted on a case-by-case basis, with an annual flat-rate subscription available and quoted for estimated volumes.

PREMIUM DECEASED DATA	PER SUBJECT, PER BATCH RUN
PER RECORD (PERSON) CHECK	\$0.13

Continuous Vetting

To protect our customer from future risks not yet known or having not yet occurred at the time of original investigation, we offer a continuous monitoring capability.

Examples of events detected by the continuous vetting service include but are not limited to new addresses, new mobile or landline phone numbers, new business records or professional licenses,

new associates, new court records and judgments, new email addresses, new arrests or other new criminal events.

For skip tracing efforts to locate subjects that have disappeared from all last-known information, Enformion can automatically alert the skip tracer when the person is found.

CONTINUOUS MONITORING SERVICE	PER SUBJECT, PER MONTH
CONTINUOUS VETTING	\$0.13

Appendix A – Enformion Core Data Resources Description



Core Service	Detailed Description
SSN Verification	Report history of all individuals to have used a provided Social Security Number.
Premium People Search	Current and Historical Addresses, Age/Age-Range, Emails, Phones, SSN, relatives, associates. Search can be conducted with any of these criteria, such as all individuals associated with a specific phone number, with a specific SSN, or with a specific address (with decades of historical reference).
Comprehensive Report	Person Addresses, aliases (AKA's), Aircraft, Arrests, Assessor, Bankruptcies, Birthdate, Criminal, DBA/FBN, DEA licenses, Death Date, Deeds, Divorce, Email Addresses, Evictions, Foreclosures, Hunting/Fishing Licenses, Judgements, Liens, Spouse/Marriage with Linkage to Referenced Subject, Neighbors (Linked), Phones, Pilot License, Professional Licenses, Relatives/Associates (Linked), Sex Offender Registry, Traffic, US Corporations, Vessels, Wants & Warrants
Vehicle (Aircraft, Auto, Vessel) Report	Registered aircraft / vehicles / vessels, searchable by owner, address of registration record, SSN, or registry tag number with variances by individual state regulation.
US Corporations	Registration, filing status and related identifier and contact criteria for every corporation in the United States.

Criminal Record Search	Arrests, Criminal Convictions, Sex Offender Registry, and Wants & Warrants Returned
Arrest Record	Nationwide Records of law enforcement Arrests (Federal, State, Local)
National Sex Offenders	Sex offender registry information
Voter Registration	Comprehensive voter databases
National Liens / Foreclosures / Judgements / Bankruptcy	Records of bankruptcies, judgements, or liens against the subject (person or corporation)
Real Property Combined Report	Current and previous real property owned. Over 40 years of current and previous real estate owned, with transfer deeds displaying buyer/seller and non-arm's length transfers (such as an interspousal transfer).
Public Records Search	Aspects of personal history, including Bankruptcy, Arrests, Liens, Judgements, Criminal Convictions, Evictions, Foreclosures, Sexual Offenses, Wants & Warrants. Data is also included in Comprehensive Person Report
Addresses (past and present)	Over 40 years of previous address histories for each subject, dependent upon their age. 772 MM addresses on file. Previous addresses are retained indefinitely, enabling an efficient search using a last-known address or a search of all previous occupants of a specific address.
Phone Numbers (current and all past landline and cell, including effective dates)	All previous phones, cell phones and landlines, with estimated effective dates.
Evictions	Previous eviction proceeding docket information
Foreclosures	Previous foreclosure docket information
Combined Business Report	Combined Business Reports include information such as executives, affiliated businesses, corporate bankruptcies, status of their corporate filings and annual disclosures, DBAs, incorporated jurisdiction, franchise relationships, IRS tax filing status, legal description, corporate registry number, date of incorporation, and expiration-related information. Liens and UCC filings are also available and included if relevant. Enformion US Corporation reports also include statutory (filing) agent, links to the registry agent's and executive's personal records.
Corporate Affiliations	Franchise relationships, and other affiliated links such as common registration agents or officers.
Pilot License	FAA pilot license information.
Professional License	Professional board-issued license, such as medical or legal.
DEA Licenses	Drug Enforcement Administration (DEA) license and registration number issued to a health care provider allowing the provisioning of prescriptions for controlled substances.

Federal Firearms and Explosives	US ATF FFL Licensees
Patriot Act	Patriot Act watch list for the SSN or name provided
Relatives / Neighbors / Associates	Average of 27+ per subject profile.
Driver's License Number / State ID Number	Will be included in 4 th Quarter update/release.
Beneficiary Data Discovery	The Enformion platform incorporates address, telephone, relative, cohabitant, and business associate records dating back decades for each of our person subjects. Real estate ownership, transactions, deeds, and assessment information is also retained indefinitely – showing not only current ownership, but also any form of transfer of ownership between individuals – such as a quitclaim from the subject to a family member or other individual.

Core Data Resources Statistics

Unique US consumer records with age	251,771,753
Unique US consumer records with date of birth	165,149,434
Average number of address per unique individual	7.26
Unique US consumer records with emails	167,667,287
Average number of emails per individual	2.76
Average phones per individual	2.37
Average landlines per individual	1.61
Average mobile lines per individual	0.76
Real Property Assessor (Current and Historical)	4.72 billion
Real Property Recorder	1.63 billion
Bankruptcy Records	123,293,109
Judgements	109,735,747
Liens	91,244,049
Eviction Records	74,235,723
Criminal Records	452,870,000
Professional Licenses	657,490,000
Business Corporations	129,942,008
Fictitious Business Names	44,968,043