

**STATE OF NEW JERSEY
PARTICIPATING ADDENDUM
Pursuant to
NASPO ValuePoint Contract for M4027- Citizen Engagement Platforms
LEAD STATE CONTRACT # AR3764, Solicitation# KM21-47**

This Participating Addendum is made by and between, Tyler Technologies Inc., whose address is 1 Tyler Way, Yarmouth, ME 04096, and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers", as defined below. For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Master Agreement.

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property ("Director"), within the New Jersey Department of the Treasury ("Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Utah ("Lead State") and Contractor have entered into Master Agreement # AR3764 in accordance with the State of Utah Solicitation for Citizen Engagement Platforms; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor is the most cost effective method of procuring these products and services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement:

- A. The term of this Participating Addendum shall be effective from the Effective Date which is the last date signed below and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this Participating Addendum, whichever shall occur first.
- B. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "New Jersey Participating Addendum":
 - 1. This document;
 - 2. The State of New Jersey Software as a Solution ("SaaS") Supplement to the State of New Jersey's Standard Terms and Conditions, attached hereto as Exhibit A;
 - 3. The State of New Jersey Combined Standard Terms and Conditions, dated June 3, 2025, attached hereto as Exhibit B;
 - 4. The Master Agreement, including its attachments and exhibits, attached hereto as Exhibit C;
 - a. The Solicitation; and
 - b. The Contractor's response to the Solicitation;
 - c. Tyler EULA Documents incorporated in the Master Agreement as Attachment D
 - 5. Future order specific documents, in the following order:
 - a. A Contractor supplied scope of work as applicable, approved in writing by the Authorized Purchaser;
 - b. A Purchase Order issued by an Authorized Purchaser against the New Jersey Participating Addendum.

The documents comprising the New Jersey Participating Addendum shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the New Jersey Participating Addendum, the conflict shall be resolved by giving priority to the documents in the order listed above.

- C. The New Jersey Participating Addendum sets forth the entire agreement between the parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof.
- D. Terms and conditions, including but not limited to any software license or service level agreement, applicable to the New Jersey Participating Addendum are those expressly accepted by the Lead State, attached to the Master Agreement as an Exhibit or an Attachment as of the Effective Date of this New Jersey Participating Addendum, as may be superseded, amended or rejected by this New Jersey Participating Addendum.
- E. Amendments – This New Jersey Participating Addendum may not be amended except in a writing signed by both parties.
- F. In the event the Lead State approves Contractor to offer new or additional Products and Services under the Master Agreement after the Effective Date of this New Jersey Participating Addendum and such Products or Services incorporate any different, inconsistent, or additional terms into the Master Agreement, including, but not limited to any software license agreement or service level agreement, such terms and conditions shall not be made part of the New Jersey Participating Addendum without a written amendment to the New Jersey Participating Addendum signed by both parties.
- G. In the event that Contractor presents terms and conditions, including but not limited to software license agreement or service level agreement, in response to an order by an Authorized Purchaser, through any medium whatsoever, that have not been previously accepted by the Division as part of this New Jersey Participating Addendum, or as an amendment to this New Jersey Participating Addendum, are expressly rejected and shall not become part of the New Jersey Participating Addendum.
- H. References to external documentation
 - 1. Any external information incorporated by reference within any of the documents comprising the New Jersey Participating Addendum, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this New Jersey Participating Addendum. In the event of a conflict, the terms of this New Jersey Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference within any of the documents comprising the New Jersey Participating Addendum may be accepted, but must be set forth in an exhibit to this New Jersey Participating Addendum.
 - 2. Any changes in the information incorporated by reference by any of the documents that comprise the New Jersey Participating Addendum, including, without limitation, click-through, shrink-wrap, software license agreements or service level agreements, are subject to the terms and conditions of this New Jersey Participating Addendum. In the event of a conflict, the terms of this New Jersey Participating Addendum shall prevail. Additional terms and conditions contained in a document incorporated by reference may be accepted, but must be set forth in an exhibit to this New Jersey Participating Addendum.

2.0 Scope of Services

- A. The scope of Products and Services that may be purchased by Authorized Purchasers shall be those Products and Service offerings awarded under the Master Agreement, subject to restrictions, if any, set forth below:
 - 1. **Category 1: Platform Management**
 - 2. **Category 2: Master Data Management**
- B. Any restrictions or limitations regarding the Executive Branch use of this New Jersey Participating Addendum will be set forth in the Method of Operation, as may be amended from time to time and posted on the State's website.
 - 1. The purpose of this Contract, M4027- Citizens Engagement Platform, is to enable Authorized Purchasers to purchase a comprehensive platform solution for Citizen Engagement

Platforms. The procurement of any other products and services under this Contract is restricted based on availability. If any products or services offered by the awarded contractor(s) are available through other State contracts, they must be procured through the applicable State contract.

3.0 Definitions

- A. "Authorized Purchasers" under this New Jersey Participating Addendum shall mean:
1. Any State-Level government agency, department, office, instrumentality, division, unit or other entity in the Executive Branch;
 2. Any county, borough, city, municipality, town, township, special purpose district, or other political subdivision of the State;
 3. Quasi-state agencies as defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member;
 4. School districts per N.J.S.A. 52:25-16.1;
 5. Volunteer fire departments, volunteer first aid squads and rescue squads per N.J.S.A. 52:25-16.2; and
 6. Independent institutions of higher education per N.J.S.A. 52:25-16.5;
 7. County colleges per N.J.S.A. 18A:64A-25.9;
 8. State colleges per N.J.S.A. 18A:64-60; or
 9. Any legal successor in interest to any entity above.
- B. "Citizen Engagement Platforms" under this New Jersey Participating Addendum shall mean online platforms where citizens can access government applications and services available on the web, mobile, and screen-less devices.

4.0 Modifications to the New Jersey Standard Terms and Conditions

The following sections of the New Jersey State Standard Terms and Conditions shall be revised as follows:

1. The State of New Jersey Software as a Solution ("SaaS") Supplement to the State of New Jersey's Standard Terms and Conditions shall modify the State of New Jersey Standard Terms and Conditions as provided at Exhibit A of New Jersey Participating Addendum.
2. The following is hereby added to the State of New Jersey's Standard Terms and Conditions:

At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any capacity that does not include the State.
3. Section 6.1 of the State of New Jersey's Standard Terms and Conditions, entitled "Price Fluctuation During Contract" is hereby modified to include the following as the final paragraph:

Notwithstanding anything to the contrary, the State accepts any price changes approved by the Lead State in accordance with Master Agreement Section VI.1.3.1, Pricing.

5.0 Modifications to the Terms of the Master Agreement

The following sections of the Master Agreement shall be revised as follows:

1. Notwithstanding anything to the contrary in the Master Agreement, all payments due from the State shall be made in accordance with the Prompt Payment Act (N.J.S.A. 52:32-32 et. seq.), and shall be due no sooner than 60 calendar days from the receipt of a properly executed State invoice, or 60 calendar days from the receipt of goods or services, whichever is later. Contractor shall invoice each Authorized Purchaser for the full cost of their purchases made under this New Jersey Participating Addendum.

2. To the extent the documents comprising the New Jersey Participating Addendum contain provisions requiring the State to keep certain records confidential, the Contractor acknowledges and agrees that documents comprising the New Jersey Participating Addendum are subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know (together with OPRA, the "Public Records Laws"), and any other lawful document request or subpoena. Section 5.23 of the State of New Jersey Standard Terms and Conditions shall control the State's obligations with respect to any request for the Contractor's confidential information.
3. Section X (Warranty) of Attachment A to the Master Agreement shall be in addition to and subject to Section 5.21.B from State of New Jersey Combined Standard Terms and Conditions, as attached hereto as Exhibit B.
4. Section XI.2 (Embedded Software) of Attachment A to the Master Agreement is hereby deleted in its entirety and replaced with the following language:

"XI.2 Embedded Software. Transfer of title to the Product must include an irrevocable, royalty free, and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee."
5. Section XII (Indemnification) of Attachment A to the Master Agreement is hereby deleted in its entirety and replaced with Section C.1 of the State of New Jersey Software as a Solution ("SaaS") Supplement to the State of New Jersey's Standard Terms and Conditions provided at Exhibit A of New Jersey Participating Addendum.
6. Section XIII (Limitation of Liability) of Attachment A to the Master Agreement is hereby deleted in its entirety and replaced with Section C.2 of the State of New Jersey Software as a Solution ("SaaS") Supplement to the State of New Jersey's Standard Terms and Conditions provided at Exhibit A of New Jersey Participating Addendum.
7. Section XIV (Insurance) of Attachment A to the Master Agreement is hereby deleted in its entirety and replaced with Section C.3 of the State of New Jersey Software as a Solution ("SaaS") Supplement to the State of New Jersey's Standard Terms and Conditions provided at Exhibit A of New Jersey Participating Addendum.
8. Section XV.6 (Cancellation) of Attachment A to the Master Agreement shall be deleted, except for the first sentence, and replaced with Section 5.7 from State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit B.
9. Section XV.7 (Force Majeure) of Attachment A to the Master Agreement shall be replaced with Section 5.2 of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit B.
10. Section XV.8 (Default and Remedies) of Attachment A to the Master Agreement shall be replaced with Section 5.21 of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit B.
11. Section XV.12 (Governing Law and Venue) of Attachment A to the Master Agreement shall be replaced with Section 5.13 of the State of New Jersey Standard Terms and Conditions, as attached hereto as Exhibit B.
12. To the extent a term in Master Agreement Exhibit 1 (Software-as-a-Service) conflicts with a term in the the State of New Jersey Software as a Service ("Saas") Supplement to the State of New Jersey's Standard Terms and Conditions, attached hereto as Exhibit A, the term in the State's SaaS Supplement shall control.
13. To the extent a term in Master Agreement Exhibit 2 (Platform-as-a-Service) conflicts with a term in the the State of New Jersey Software as a Service ("Saas") Supplement to the State

of New Jersey's Standard Terms and Conditions, attached hereto as Exhibit A, the term in the State's SaaS Supplement shall control.

14. To the extent a term in Master Agreement Attachment D (End User License Agreement NASPO Commercial Terms) conflicts with a term in the New Jersey Participating Addendum, The State of New Jersey's Standard Terms and Conditions, or the State of New Jersey Software as a Service ("SaaS") Supplement to the State of New Jersey's Standard Terms and Conditions, attached hereto as Exhibit A, the term in the highest document according to the Order of Precedence in PA Section 1.B shall control.

6.0 Miscellaneous

- A. No Waiver - No term or provision of this New Jersey Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.
- B. Dispute Resolution - The State and Contractor will attempt to resolve any dispute through face-to-face negotiation (in-person or virtual) with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.
- C. Arbitration or Mediation - Any provision regarding arbitration or binding mediation within the Master Agreement is deleted in its entirety.
- D. Pursuant to N.J.A.C. 17:12-1B.2, notwithstanding anything to the contrary in the Master Agreement, under no circumstances will the State indemnify Contractor and any such provision in the Master Agreement shall be of no force and effect.
- E. Notwithstanding anything to the contrary in the Master Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
- F. Notwithstanding anything to the contrary in the Master Agreement, the State does not agree to auto-renewal of maintenance, technical support, service fees, subscription fees or any other product or service requiring periodic renewal.
- G. Quarterly Sales Reporting And Supplier Convenience Fee
 1. Quarterly Sales Reporting - The Contractor shall submit a Sales Report documenting all sales made under the New Jersey Participating Addendum. The Sales Report shall be submitted directly to Sovra no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:
 - a. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
 - b. Purchasing entity;
 - c. Total of Procurement Efficiency Program Fee amount due for the reporting quarter;
 - d. Such other information as the State may reasonably request;
 - e. If no sales were made against this New Jersey Participating Addendum during the reporting quarter, then a report shall be submitted showing zero sales and zero Procurement Efficiency Program Fee due; and
 - f. Quarterly Sales Reporting and remittance of the Procurement Efficiency Program Fee shall begin on the first calendar quarter starting after the effective date of the New Jersey Participating Addendum.
 2. Procurement Efficiency Program Fee - For all purchases made under this New Jersey Participating Addendum, that have been invoiced, the Contractor shall remit the Procurement Efficiency Program Fee in the amount of one percent (1%) of all Purchases to Sovra acting on behalf of the State of New Jersey.

3. Remittance of the Procurement Efficiency Program Fee - On a quarterly basis, the Contractor shall remit the Procurement Efficiency Program Fee directly to Sovra no later than thirty (30) days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. Failure to remit the Procurement Efficiency Program Fee timely and accurately may result in Contract termination as outlined in the "Termination of Contract" clause of the State of New Jersey Standard Terms and Conditions.
4. Retention and Inspection of Records and Audit - The Contractor shall keep records of all sales made to all Using Agencies in sufficient detail to enable the State to determine the Procurement Efficiency Program Fee payable by the Contractor. The State and/or Periscope may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. If such examination reveals underpayment of the Procurement Efficiency Program Fee, the Contractor shall immediately pay to Periscope the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State and/or Periscope for the cost of the audit.

H. Delivery Guarantees

1. Deliveries shall be made in accordance with the terms of the Master Agreement. Notwithstanding anything to the contrary in any Master Agreement, the State shall not pay shipping charges for failure to meet a minimum shipment amount.
2. In the event delivery of goods or services is not made within the number of days stipulated, the State shall be authorized to obtain the product or service from any available source.
3. The Contractor shall be responsible for the delivery of new or "like-new" products in accordance with good commercial practice. "Like-new" products will be identified as "like-new" and will be furnished at a price discounted from the price of the equivalent new product.

I. Dealers/Distributors

Contractor has the right to utilize authorized Dealers/Distributors (hereinafter Distributors) for direct order taking, processing, fulfillment or provisioning. If Contractor uses a Distributor, Contractor and the State agree to a minimum of 2 and a maximum of 15 Distributors.

The Contractor agrees to provide a list of the Distributor(s) that will service the Contract, including the name, address and contact information for each Distributor. The Contractor will be required to submit the documents set forth in Section 6 - The State of New Jersey Mandatory Certification Requirements, for each Distributor, prior to the Distributor being permitted to perform any work on the Contract.

Distributors may be removed and/or added upon ten (10) business days' prior written notice to the State during the term of the New Jersey Participating Addendum, but under no circumstance shall the total number of Distributors exceed the aforementioned maximum. Contractor and the State reserve the right to remove an authorized Distributor at its discretion for cause, not meeting established vendor criteria under the New Jersey Participating Addendum, or where the addition, or continued use, of the entity would violate any State or federal law or regulation. If an authorized Distributor is removed for any reason, Contractor will name the alternate Distributor responsible to fulfill each pending purchase order and is responsible for any delay to the expected delivery.

J. Performance Guarantee

Notwithstanding anything to the contrary in the Master Agreement Terms and Conditions or the Master Agreement, this Section 5.0 prevails over any inspection or acceptance language contained in an Order.

The Contractor hereby certifies that:

1. The equipment offered is standard, new or "like-new" equipment, with available parts regularly used for the type of equipment offered; that such parts are all in production; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. In the event that a warranty claim occurs during the warranty period as set forth in the Master Agreement, warranty hardware replacement may consist of "like-new" parts.
2. All equipment supplied under the Agreement and operated by electrical current is UL listed where applicable.
3. Contractor warrants that all goods purchased by the State shall be fully operational for the period stated in the Master Agreement from time of acceptance by the State. Authorized

Purchaser has sixty (60) days after Product delivery to inspect the Product for external damage and for any concealed damage ("Acceptance Period"). If external or concealed damage is revealed during the Acceptance Period, then Authorized Purchaser shall notify Contractor. At Contractor's option, Contractor shall 1) repair such damage, 2) ship a replacement, or 3) refund the purchase price (upon return of the Product). Delivery of goods shall be evidenced by a signed delivery receipt. The Contractor and/or Fulfillment Partner shall render prompt warranty service without charge, regardless of geographic location.

4. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
5. Trained and/or Contractor-certified technicians and/or engineers are regularly employed to make necessary repairs to equipment within the time accepted as industry practice.
6. During the warranty period, at Contractor's sole option, the Contractor shall promptly repair, replace or provide a refund of the purchase price of any product, which is rejected for failure to meet and conform with the Contractor's product specifications. This warranty does not apply to misuse, modification, damages caused by force majeure, as defined in the Master Agreement, or the State's or other Authorized Purchaser's failure to follow operation instructions of Contractor.
7. Contractor warrants that during the warranty period, software shall perform substantially in accordance with specifications, from the time of acceptance.
8. Contractor represents and warrants that, at the time of delivery and installation of the software provided pursuant to the Agreement, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the software, collect unlawful personally identifiable information on users, or prevent the software from performing as required.
9. All services rendered under the Agreement shall be performed in strict and full accordance with requirements agreed upon at time of Order. The Order shall not be considered complete until final approval by the State is rendered. In the event of non-conformance of services, Master Agreement Section IX.4 shall apply.

K. Audits

To the extent the Master Agreement permits Contractor to conduct periodic audits of the State's usage of the software provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. AUDIT NOTICE – Notwithstanding anything to the contrary in the Master Agreement, or other contract document, in the event that the Contractor seeks to exercise a right to audit the State's use of software, Contractor shall deliver simultaneous written notice, no less than thirty (30) days in advance of the audit start date (unless the Contractor's notice provides a longer notice period), to:
 - a. the Director of the New Jersey Department of Treasury, Division of Purchase and Property:
c/o Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, New Jersey 08625-0230
 - b. the Chief Technology Officer of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, New Jersey 08625
 - c. and the State Contract Manager.

The notice shall reference the specific audit provision(s) being exercised in the Master Agreement or Contractor's documents, whichever resides higher in the above-established Order of Precedence in New Jersey Participating Addendum Section 1.0, and include copies of same, specify the means by which the Contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

2. AUDIT DISPUTE RESOLUTION -- If the State, in good faith, provides Contractor with written notice of an alleged error in the amount of underpaid fees due Contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this

paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the New Jersey Participating Addendum while they endeavor to resolve the dispute under this paragraph. All meetings and discussions between Representatives will be deemed confidential settlement discussions under Rule 408 of the New Jersey Rules of Evidence.

3. STATE NOT LIABLE FOR AUDIT COSTS -- Notwithstanding anything to the contrary in the Master Agreement, the State will not reimburse Contractor for any costs related to an audit.
 4. NO AUDIT RIGHT CREATED -- In the event that the Master Agreement does not permit audits of the State's usage of software, this provision shall not be interpreted to provide such an audit right.
- L. **NJSTART** Marketplace Catalog Enablement - Contractor shall cooperate with State and/or Periscope as requested to upload catalog items and pricing consistent with this New Jersey Participating Addendum. Contractor shall upload catalog within (thirty) 30 calendar days of the date of execution of this New Jersey Participating Addendum. Failure to cooperate will result in the Contractor's good and/or services not being represented in the **NJSTART** Marketplace. The Contractor shall ensure that the catalog complies with the scope, and terms and conditions of this New Jersey Participating Addendum. Any identified deviation from the New Jersey Participating Addendum must be corrected immediately. Any catalog that does not comply with the scope and terms and conditions of this New Jersey Participating Addendum can lead to a breach of contract and will be escalated to the Division of Purchase and Property's Contract Compliance and Audit Unit for review and possible action.
- M. Contract Transition
Prior to the termination of this contract, in the event that a new contract is awarded, Contractor hereby acknowledges that any disruption in services being provided under this New Jersey Participating Addendum may have a detrimental impact on the State. Accordingly, the Contractor shall assist with the transition of the services, including the return or exchange of data provided under this Contract, to a new contractor so as to avoid a disruption in goods/services to the State. The State contract manager shall provide written notice to the Contractor of what is required for a smooth transition.

7.0 The State of New Jersey Mandatory Certification Requirements

The following are the State of New Jersey standard procurement forms and requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

- A. [Ownership Disclosure](#) (N.J.S.A. 52:25-24.2);
- B. [Disclosure of Investment Activities in Iran](#) (N.J.S.A. 52:32-55 et. seq.);
- C. [Disclosure of Investigations and Actions Involving Bidder Form](#);
- D. [MacBride Principles](#) (N.J.S.A. 52:34-12.2);
- E. [Source Disclosure Certification](#) (N.J.S.A. 52:34-13.2);
- F. [Completed Contractor Certification and Disclosure of Political Contributions](#) (N.J.S.A. 19:44A-20:13 et. seq.);
- G. [Vendor Certification](#) (P.L. 2005, c.271);
- H. New Jersey Business Registration (N.J.S.A. 52:32-44);
- I. Proof of insurance as specified herein;
- J. [Proof of compliance with New Jersey Affirmative Action requirements](#) (N.J.A.C. 17:27-1.1 et. seq.):
 - New Jersey Form AA-302 Affirmative Action Employee Information Report; or
 - New Jersey Affirmative Action Certificate; or
 - Federal Affirmative Action Approval Letter.
- K. [Certification of Non-Involvement in Prohibited Activities in Russia or Belarus](#)
- L. State Of New Jersey Security Due Diligence Third-Party Information Security Questionnaire
 - a. Given the Contractor is presently engaged with the State via existing contracts, Tyler Tech is exempt from submitting a new Security Questionnaire at this time, as the Office

of Homeland Security and Preparedness (OHSP) possesses records of recent versions previously provided by the Contractor.

- b. The State retains the right to request the submission of a new Security Questionnaire should any significant changes or events transpire, including but not limited to a security breaches or renewals.

9.0 Primary Contacts:

Any notice between the parties provided for in this New Jersey Participating Addendum, or elsewhere in the Master Agreement shall be in writing, and shall be sent both via regular certified mail return receipt requested and via email to the addresses provided. The Parties should give prompt notice to each other if the appropriate person or address changes. The primary contacts for this New Jersey Participating Addendum are as follows:

State of New Jersey – Department of the Treasury – Division of Purchase and Property	
Name	Jamison Sulzer
Title	Procurement Specialist
Address	33 West State Street, 8th Floor, PO Box 230 Trenton, New Jersey 08625-0230
Telephone	(609) 292-1712
Cell	(609) 649-7579
Email	Jamison.Sulzer@treas.nj.gov

State of New Jersey- Office of Information Technology – State Contract Manager (SCM)	
Name	Barbara Aspeling
Title	Administrative Analyst 4 – Information Systems
Address	300 Riverview Plaza Trenton, NJ 08625
Telephone	(609) 376-7007
Email	barbara.aspeling@tech.nj.gov

Tyler Technologies, Inc.	
Name	Michael LeBlanc
Title	Tyler Technologies, Inc.
Address	1 North Johnston Ave Hamilton, NJ 08608
Telephone	609-422-5957
Email	michael.leblanc@tylertech.com

IN WITNESS WHEREOF, The Contractor and the State have caused this New Jersey Participating Addendum to be executed by their authorized representatives and agree that this New Jersey Participating Addendum may be executed in counterparts, each original signed page to become part of the original document.

Tyler Technologies Inc.

Hannah May
Signature

July 18, 2025
Date

Hannah May, General Counsel, State & Federal Group
Print Name and Title

The State of New Jersey
Department of the Treasury - Division of Purchase and Property

DocuSigned by:
Amy Davis
7E4334B555690430
Amy F. Davis, Acting Director

August 19, 2025
Date

Approved as to Form
Matthew J. Platkin, Attorney General
State of New Jersey – Department of Law and Public Safety

Allyson V. Cofran
Signature

07/21/2025
Date

Allyson V. Cofran, Deputy Attorney General
Print Name and Title

EXHIBITS

EXHIBIT A – The State of New Jersey Software as a Solution (“SaaS”) Supplement to the State of New Jersey’s Standard Terms and Conditions

EXHIBIT B - The State of New Jersey Combined Standard Terms and Conditions

EXHIBIT C - The Master Agreement, including its attachments and exhibits

EXHIBIT D - The Solicitation; [RFP - Citizen Engagement Platform \(KM21-47\) \(FINAL\).pdf | Powered by Box](#)

EXHIBIT E - The Contractor’s response to the Solicitation, [1708691102 Product Catalog - March 2025.xlsx \(live.com\)](#)

EXHIBIT A
The State of New Jersey Software as a Solution
(“SaaS”) Supplement to the State of New Jersey’s
Standard Terms and Conditions

Software as a Service (“SaaS”) Supplement to the State of New Jersey’s Standard Terms and Conditions

- A. SOFTWARE AS A SERVICE (“SaaS”) SUPPLEMENT TO THE STATE OF NEW JERSEY’S STANDARD TERMS AND CONDITIONS** - This Supplement to the State of New Jersey’s Standard Terms and Conditions (“SaaS Supplement”) shall apply to all State purchases of Software as a Service (“SaaS”) products. For the avoidance of doubt, this SaaS Supplement shall not apply to State purchases of Contractor’s on premise Software. The combined terms of the State of New Jersey’s Standard Terms and Conditions and this SaaS Supplement shall prevail over any conflicts set forth in or incorporated by reference into a Contractor’s Standard Form Agreement, license, service or other agreement (“SFA”). In the event of a conflict between the terms of the SaaS Supplement and the State of New Jersey’s Standard Terms and Conditions, this SaaS Supplement shall prevail.
- B. DEFINITIONS** – All capitalized terms used in this SaaS Supplement shall have the same meaning as stated in the State of New Jersey’s Standard Terms and Conditions. In addition, the following definitions shall apply:
- a. As defined by N.J.S.A. 56:8-161, the term “Breach of Security” means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Contractor for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
 - b. The term “End User” means the user of the Contractor’s solution.
 - c. The term “Mobile Device” means any device used by Contractor that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
 - d. The term “Non-Public Data” means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
 - e. The term “Personal Data” means:
 - i. “Personal Information” as defined in N.J.S.A. 56:8-161, means an individual’s first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver’s license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual’s financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - ii. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver’s license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
 - f. The term “Personally Identifiable Information” or “PII,” as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
 - g. The term “Protected Health Information” or “PHI,” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term “Individually Identifiable Health Information” has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
 - h. The term “Recovery Time Objective” or “RTO,” means the maximum tolerable length of time that the Contractor’s solution may be unavailable after a failure or disaster occurs.
 - i. The term “Security Incident” means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Contractor believes could reasonably result in the use, disclosure, or access or theft of State’s unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security.

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- j. The term “Service Level Agreement” or “SLA,” means the document that is part of the Contractor’s SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
- k. The term “State Data” means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing or of other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes Personal Data and Non-Public Data.

C. REVISIONS TO THE STATE OF NEW JERSEY’S STANDARD AGREEMENT

1. **INDEMNIFICATION** – Section 4.1 of the State of New Jersey’s Standard Terms and Conditions is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

- A. **CONTRACTOR RESPONSIBILITIES** - The Contractor’s liability to the State and its employees in third party suits shall be as follows:

1. The Contractor shall indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, tangible property (not including lost or damaged data) or injury or damage to the person, body or property (not including lost or damaged data) of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the contract or the order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor’s breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse; and
 - iv. The Contractor’s indemnification and liability under Section 4.1(A)(1) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of the State of New Jersey’s Standard Terms and Conditions.
2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (a) procure for the State the legal right to continue the use of the product; (b) replace or modify the product to provide a non-infringing product that is the functional equivalent; or in the event that Contractor cannot do (a) or (b), (c) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
3. In the event of a claim or suit involving third-party Intellectual Property Rights, the State will (a) promptly notify Contractor in writing of the claim or suit; and (b) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(A)(1); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
4. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this contract with any product, device, or software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State’s failure to promptly implement a required update, use a new version of the product, or to make a change or modification to the product if requested in writing by Contractor.
5. Contractor will be relieved of its responsibilities under Subsection 4.1(A)(1)(i), (ii), and (iii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
6. This section states the entire obligation of Contractor and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
7. The provisions of this indemnification clause shall in no way limit the Contractor’s obligations assumed in the contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions

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available to it under any other provisions of the contract or otherwise at law or equity, except as otherwise provided in Section 4.1 A. 5.

8. The Contractor agrees that any approval by the State or Authorized Purchaser of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the contract.
9. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(B) of these State of New Jersey’s Standard Terms and Conditions and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

B. STATE RESPONSIBILITIES - Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(A)(1)(i), (ii), and (iii) which results in an unaffiliated third party claim. This is Contractor’s exclusive remedy for these claims.

2. **LIMITATION OF LIABILITY** --Section 4.1.1 of the State of New Jersey’s Standard Terms and Conditions is deleted in its entirety and replaced with the following:

- a. The Contractor’s liability for actual, direct damages resulting from the Contractor’s performance or non-performance of, or in any manner related to, the contract for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the Authorized Purchaser(s) during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$100,000. This limitation of liability shall not apply to the following:
 - i. The Contractor’s indemnification obligations as described in Section 4.1; and
 - ii. The Contractor’s breach of its obligations of confidentiality described in Section 5.23; and
 - iii. The Contractor’s Data Protection obligations described in Section D of this Supplement.
- b. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor’s breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- c. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

3. **INSURANCE** --Section 4.2 of the State of New Jersey’s Standard Terms and Conditions is deleted and replaced with the following:

The Contractor shall secure and maintain in force for the term of the Contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A- VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days’ written notice of cancellation or material change to the State of New Jersey at the address shown below. If the Contractor’s insurer cannot provide 30 days written notice, then it will become the obligation of the Contractor to provide the same. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The Contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the Contract number or purchase order number and title of the Contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.state.nj.us

The insurance to be provided by the Contractor shall be as follows:

- a. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property.

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- c. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - \$1,000,000 DISEASE EACH EMPLOYEE; and
 - \$1,000,000 DISEASE AGGREGATE LIMIT.
- d. Professional Liability Insurance: The Contractor shall provide Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance to protect the Contractor from insured liability arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of \$2,000,000 per claim and in the aggregate. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, the new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice shall provide for retroactive coverage to the inception date of this Contract or earlier.
- e. Cyber Breach Insurance: Where State Data is being given to the Contractor or where Contractor has access to State Data, the Contractor shall carry Cyber Breach Insurance in sufficient amount to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Blanket P.O. The insurance shall be in an amount of not less than \$2,000,000 and in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured’s legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

Notwithstanding anything to the contrary herein, Contractor may meet the above insurance requirements via commercial insurance, self-insurance, or a combination of these options at Contractor’s sole discretion. In addition, any combination of Primary, Umbrella, or Excess Liability policies may be used to meet any coverage or limits requirements listed above.

D. ADDITIONS TO THE STATE OF NEW JERSEY’S STANDARD TERMS AND CONDITIONS -

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Contractor shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State’s written request.

Contractor shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State’s use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Contractor is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Contractor shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
 - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Contractor to accomplish the work, the Contractor shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any capacity that does not include the State.
3. Data Location: Contractor shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the

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physical structure of its U.S. data centers. Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Contractor may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.

4. Security Incident and Breach of Security Responsibilities.

- a. **Security Incident Reporting Requirements:** Once Contractor reasonably determines that a Security Incident occurred, the Contractor shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method as defined in the contract. Contractor will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Contractor in response to the Security Incident.
- b. **Breach of Security Reporting Requirements:** If the Contractor confirms or reasonably believes that there has been a Breach of Security, the Contractor shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Contractor will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Contractor in response to the Breach of Security.
- c. **Incident Response:** When commercially reasonable to do so, Contractor may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Contractor specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Contractor communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
- d. **Following a Security Incident or Breach of Security,** Contractor shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

5. Termination and Suspension of Service:

- a. In the event of termination of the contract, the Contractor shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Contractor’s possession.
- b. **Suspension of services:** During any period of suspension, the Contractor shall not take any action to intentionally erase any State Data.
- c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
 - 3) 60 business days after the effective date of termination, if the termination is for cause.

After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.

- d. **Post-Termination Assistance:** The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
- e. **Secure Data Disposal:** When requested by the State, the Contractor shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

6. Background Checks: The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State’s Data among the Contractor’s employees and agents.

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7. **Access to security logs and other reports:** The Contractor shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Contractor shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. **Service Level Audit:** The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. **Data Center Audit:** The Contractor shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. **Change Control and Advance Notice:** The Contractor shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. **Security:** The Contractor shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Contractor.
12. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors.
14. **Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Contractor shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.
16. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

I HEREBY ACCEPT THESE TERMS AND CONDITIONS OF SUPPLEMENT:

SIGNATURE

DATE

PRINT NAME AND TITLE

NAME OF SERVICE CONTRACTOR

EXHIBIT B
The State of New Jersey Combined
Standard Terms and Conditions



State of New Jersey Combined Standard Terms and Conditions

(Revised June 3, 2025)

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

A. ORDER OF PRECEDENCE

The "Contract" shall consist of the following documents: (1) the Combined State of New Jersey Standard Terms and Conditions; (2) the agency's scope of work; and, (3) the Contractor's Proposal including any attachments or documents incorporated by reference (hereinafter "Proposal"). In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Proposal

B. NO ARBITRATION

Notwithstanding anything to the contrary in Contractor's Proposal, Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration or not binding arbitration.

C. NO AUTO-RENEWAL

Notwithstanding anything to the contrary in the Contractor's Proposal, SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations or codes cited herein are available for review at the [New Jersey State Library](#), 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Contractor and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the Contractor who shall provide it to the State.

The Contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director of the Division of Purchase and Property (Director) during the course of contract performance. The Contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The Contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L.1966, c.30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the Contractor is a corporation, partnership or limited liability company, the Contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Contractor's failure to submit the completed and signed form prior to or with its Proposal will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Proposal submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Proposal.

In the alternative, a Contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize the Disclosure of Investment Activities in Iran form to certify that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities as directed on the form. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Exhibit C - Executive Order 151 Requirements) as appropriate.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Contractors or subcontractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at <https://www.state.nj.us/treasury/contract/compliance/>.

2.6 AMERICANS WITH DISABILITIES ACT

The Contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.7 MACBRIDE PRINCIPLES

The Contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1) Make or solicit a contribution in violation of the statute;
- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

- (4) Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor;
- (5) Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- (8) Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

2.9 POLITICAL CONTRIBUTION DISCLOSURE

The Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L.2005, c.271, rev. P.L.2023, c.30) if in a calendar year the Contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.10 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on Contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- A. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g;
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;
- C. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;
- D. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
- E. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

- F. The provisions cited above in paragraphs 2.8A through 2.8E shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L.1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.13 COMPLIANCE - LAWS

The Contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.14 CHOICE OF LAW

It is agreed and understood that any contracts and/or orders placed as a result of this Proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.15 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Contractor does not submit the form with the Proposal, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Proposal non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L.2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

3.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The Contractor must comply with New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The Contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT NOTICE

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into by or on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The Contractor's signature on Proposal is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by Proposal has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of

the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the Contractor's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by Proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all Contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance.

3.4 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the Contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no Contractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No Contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the Contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the Contractor must agree as follows:

- A. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all Contractors and subcontractors, if any, to further agree as follows:
 1. The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.5 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11-56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.6 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.7 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.8 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States, whenever available, and the contractor shall be required to so certify.

3.9 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.10 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at <https://www.cyber.nj.gov/report/> within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

A. The contractor's liability to the State and its employees in third-party suits shall be as follows:

1. The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its officers, officials, agents, servants and employees, from and against any and all third-party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - a. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 - b. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract.
2. In the event of a patent and copyright claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 - a. procure for the State of New Jersey the legal right to continue the use of the product;
 - b. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 - c. in the event that the Contractor cannot do "a." or "b.", refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

B. The contractor's indemnification and liability under subsection "A." is not limited by but is in addition to the insurance obligations. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.

C. Contractor will be relieved of its responsibilities under Subsection "A." for any claims made by a third-party that arise solely from the actions or omissions of the State, its officers, employees or agents.

D. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 *et seq.*), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection A.1 which results in an unaffiliated third party claim.

E. The State will:

1. promptly notify Contractor in writing of the claim or suit;
2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section "A.1"; provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.

F. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement.

G. The State of New Jersey will not indemnify, defend, pay or reimburse for claims on behalf of the Contractor.

4.1 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- a. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- b. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury

and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;

- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 - o \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - o \$1,000,000 DISEASE EACH EMPLOYEE; and
 - o \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

- d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.0 TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire, natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Contractor to perform the work delayed by the force majeure.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance.

5.7 TERMINATION OF CONTRACT**A. For Convenience:**

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:

1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING

The Contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create a privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws. Nothing contained in any of the contract documents shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED**5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS**

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor. Unless otherwise noted elsewhere in the scope of work, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.).
- E. The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty-calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's Using Agency receiving the shipment shall govern.
- F. Collect On Delivery (C.O.D) terms will not be accepted.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS AND AUDITS

- A. Pursuant to N.J.A.C. 19:70-1.6(b), the contract partner as that term is defined pursuant to N.J.A.C. 19:70-1.2, shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

5.17 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Department.

5.19 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

5.20 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations required. All costs associated with any such licenses, permits, and authorizations are the responsibility of the Contractor.

5.21 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.
- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard. In the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794, the Contractor agrees to provide the State, upon request, with technical information to support such VPAT. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Contractor in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Contractor's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 CONFIDENTIALITY

- A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor's Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure Contractor Intellectual Property ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not);
- D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
- E. The State and the Contractor agree to hold each other's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and
- H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:
 - (i) if directed to do so by a court or arbitrator of competent jurisdiction; or

- (ii) pursuant to a lawfully issued subpoena or other lawful document request:
 - (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(F); or
 - (b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

5.24 SUSPENSION AND DEBARMENT NOTICE

The Contractor is advised that pursuant to Executive Order 34 (1976), the Department of the Treasury maintains a list of all individuals or entities that have been debarred or suspended from conducting business within the State of New Jersey. The Contractor understands that it may be excluded from any contract award consideration due to debarment, suspension, or disqualification and such exclusion shall apply universally across all state contracting and subcontracting activities under the jurisdiction of the department or agency imposing the exclusion.

5.25 WORKPLACE ACCOUNTABILITY IN LABOR LIST

The Contractor is further advised that pursuant to N.J.S.A. 34:1A-1.16 et seq., if any person, as defined by the Act, is found to be in violation of any State wage, benefit, or tax laws and against whom a final order has been issued by the commissioner or other appropriate agency officer for any violation of State wage, benefit and tax laws, such person shall be prohibited from contracting with any public body until the liability for violations of State wage, benefit, and tax laws have been resolved to the satisfaction of the Commissioner of the Department of Labor and Workforce Development or the Commissioner's duly authorized representative.

6.0 TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1. In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO CONTRACTORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor.
- F. If the contractor offers a cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts. Should the contractor choose to offer cash discounts the following shall apply:
 - 1. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is the latest; and
 - 2. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice. Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds.

6.7 RETAINAGE

If the Using Agency has required retainage for the Contract, the Using Agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the Using Agency of all services, deliverables or work products required by the Contract.

For ongoing Contracts, the Using Agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the Using Agency will review the Contractor's performance and if performance has been satisfactory, the Using Agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the Contractor after certification by the Using Agency's Contract manager, if any, that all services have been satisfactorily performed.

6.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,
2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

7.0 TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to the State's responsibility under 2 CFR 200.321, the State requires that if subawards are to be made the Contractor shall:

- (1) Include small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) in solicitation lists;
- (2) Assure that these business types are solicited whenever they are deemed eligible as potential sources;
- (3) Divide procurement transactions into separate procurements, where possible, to permit maximum participation by these business types;
- (4) Establish delivery schedules, (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business type;
- (5) Utilize organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (6) Require a Contractor under a Federal award to apply this section to subcontracts.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, the State, has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made, to the greatest extent practicable and consistent with law, the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

To the extent that the scope of work or specifications in the contract requires the Contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICK-BACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 7.9.1.2 The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 7.9.1.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation

as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

For contracts that exceed \$100,000, Contractors must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the State who in turn will forward the certification(s) to the federal awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Contractors are prohibited from obligating or expending contract funds to:
 - (1) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.0 ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS, AS APPLICABLE**8.1 DEFINITIONS**

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Contractor for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
6. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Contractor's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
11. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
12. The term "Mobile Device" means any device used by Contractor that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
14. The term "Personal Data" means:
 - a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health

- care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Contractor's solution may be unavailable after a failure or disaster occurs.
 18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Contractor believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security.
 19. The term "Service Level Agreement" or "SLA," means the document that is part of the Contractor's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
 20. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
 21. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
 22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes Personal Data and Non-Public Data.
 23. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
 24. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
 25. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

8.2 INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

4.1 INDEMNIFICATION

- A. The Contractor's liability to the State and its employees in third-party suits shall be as follows:
 1. The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its officers, officials, agents, servants and employees, from and against any and all third-party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - a. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 - b. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract.
 2. In the event of a patent and copyright claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 - a. procure for the State of New Jersey the legal right to continue the use of the product;
 - b. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 - c. in the event that the Contractor cannot do "a." or "b.", refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- B. The contractor's indemnification and liability under subsection "A." is not limited by but is in addition to the insurance obligations. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
- C. Contractor will be relieved of its responsibilities under Subsection "A." for any claims made by a third-party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- D. The State will:
 1. promptly notify Contractor in writing of the claim or suit;

2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section "A.1"; provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- E. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection A.1 which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.
- F. The State of New Jersey will not indemnify, defend, pay or reimburse for claims on behalf of the Contractor. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section "E." and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- G. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
- H. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
 1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- I. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.

8.3 LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual and direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all third-party claims, shall be limited in the aggregate to 200% of the total value of this Contract. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify as described in Section 4.1;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations. The Contractor shall not be liable for punitive, special, indirect, consequential, or incidental damages.

8.4 PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented with the following:

1. COTS and Customized Software
 - a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
 - b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
 - c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and

recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.

- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.
- e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
- b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

4. Hardware

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
- d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
- g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.

- 5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

8.5 AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the

Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

1. AUDIT NOTICE – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the: Agency requesting the waiver contract.
2. The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.
3. AUDIT DISPUTE RESOLUTION -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.*, may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
4. STATE NOT LIABLE FOR AUDIT COSTS -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
5. NO AUDIT RIGHT CREATED -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

9.0 ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDES SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

9.1 ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Contractor shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Contractor shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Contractor is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Contractor shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
 - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Contractor to accomplish the work, the Contractor shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any capacity that does not include the State.
3. Data Location: Contractor shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Contractor may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
 - a. Security Incident Reporting Requirements: Once Contractor reasonably determines that a Security Incident occurred, the Contractor shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method

- as defined in the contract. Contractor will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Contractor in response to the Security Incident.
 - b. Breach of Security Reporting Requirements: If the Contractor confirms or reasonably believes that there has been a Breach of Security, the Contractor shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Contractor will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Contractor in response to the Breach of Security.
 - c. Incident Response: When commercially reasonable to do so, Contractor may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Contractor specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Contractor communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
 - d. Following a Security Incident or Breach of Security, Contractor shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Termination and Suspension of Service:
- a. In the event of termination of the contract, the Contractor shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Contractor's possession.
 - b. Suspension of services: During any period of suspension, the Contractor shall not take any action to intentionally erase any State Data.
 - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
 - 3) 60 business days after the effective date of termination, if the termination is for cause.After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.
 - d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
 - e. Secure Data Disposal: When requested by the State, the Contractor shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.
6. Background Checks: The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's Data among the Contractor's employees and agents.
7. Access to security logs and other reports: The Contractor shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Contractor shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. Service Level Audit: The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. Data Center Audit: The Contractor shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. Change Control and Advance Notice: The Contractor shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. Security: The Contractor shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information

Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Contractor.

12. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. **Import and Export of Data:** The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors.
14. **Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Contractor shall provide service to the State as defined in the Service Level Agreement.
15. **Right to Remove Individuals:** The State shall have the right at any time to require that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

9.2 INDEMNIFICATION FOR SAAS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

- A. The Contractor's liability to the State and its employees in third-party suits shall be as follows:
 1. The Contractor shall assume all risk for and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its officers, officials, agents, servants and employees, from and against any and all third-party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse.
 2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 - a. procure for the State the legal right to continue the use of the product;
 - b. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 - c. in the event that the Contractor cannot do "a." or "b.", refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- B. The Contractor's indemnification and liability under subsection "A." is not limited by but is in addition to the insurance obligations. The provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in the Contract, nor shall they be construed to relieve the Contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the contract or otherwise at law or equity. The Contractor agrees that any approval by the State of the work performed and/or reports, plans or specifications provided by the Contractor shall not operate to limit the obligations of the Contractor assumed in the Contract.
- C. Contractor will be relieved of its responsibilities under Subsection "A." for any claims made by a third-party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- D. The State will:
 1. promptly notify Contractor in writing of the claim or suit;
 2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section "A.1"; provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense.
- E. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection A.1 which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.
- F. The State of New Jersey will not indemnify, defend, pay or reimburse for claims on behalf of the Contractor. The State of New Jersey will not indemnify, defend or hold harmless the Contractor. The State will not pay or reimburse for claims absent compliance with Section "F." and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

- G. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
- H. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
 - 1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 - 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 - 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 - 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- I. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.

9.3 INSURANCE FOR SAAS

Section 4.2 Insurance of the SSTC is supplemented with the following:

E. Cyber Breach Insurance

The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

9.4 LIMITATION OF LIABILITY FOR SAAS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

- A. The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to the Contract, for any and all third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
 - i. The Contractor's indemnification obligations as described in Section 4.1; and
 - ii. The Contractor's breach of its obligations of confidentiality.
- B. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- C. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B - CONSTRUCTION CONTRACTS**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)N.J.S.A. 10:5-39 et seq. (P.L.1983, c.197)N.J.A.C. 17:27-1.1 et seq.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5- 31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

- (D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT C - EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Combined Standard Terms and Conditions

(Revised June 3, 2025)

I HEREBY ACKNOWLEDGE AND AGREE TO THE STATE OF NEW JERSEY COMBINED STANDARD TERMS AND CONDITIONS
MADE PART OF THE CONTRACT.

Signature

Date

Print Name and Title

Print Name of Contractor

EXHIBIT C
**The Master Agreement, including its
attachments and exhibits**



Contract#: AR3764

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Utah Division of Purchasing and the following Contractor:

Tyler Technologies Inc.

Name

One Tyler Way

Street Address

Yarmouth

Maine

04096

City

State

Zip

Vendor# VC248808 Commodity Code#: 920-05 Legal Status of Contractor: For-Profit Corporation

Contact Name: Laura Calcutta Phone Number: +1 800-800-2581 Email: laura.calcutta@tylertech.com

2. CONTRACT PORTFOLIO NAME: Platform Management; Master Data Management.
3. GENERAL PURPOSE OF CONTRACT: Citizen Engagement Platform.
4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2021, Solicitation# KM21-47
5. CONTRACT PERIOD: Effective Date: Tuesday, April 19, 2022. Termination Date: Monday, September 14, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: two 1 year renewal options.
6. Administrative Fee (if any): One Quarter of One Percent (or 0.25%).
7. Prompt Payment Discount Details (if any): Refer to Attachment C.
8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Price Schedule
ATTACHMENT D: End User License Agreements (as applicable)
- Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.**
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #KM21-47.
10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR

DIVISION OF PURCHASING

t t! r flil:41 EDT)

04/20/2022

Contractor's signature

Date

LPV
q

Nick Hughes (Apr 20, 2022 09:48 MDT)

04/20/2022

Director, Division of Purchasing

Date

Hannah May

Senior Corporate Attorney

Type or Print Name and Title



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, including its subsidiaries or other affiliates, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Data Breach** means an incident in which Personal Data has been confirmed to have been accessed, disclosed, or acquired without proper authorization or contrary to applicable data protection laws.
- 1.4 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.5 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.6 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.7 Master Agreement or Contract** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.8 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.9 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products from the Contractor.
- 1.10 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.11 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.12 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.13 Personal Data** means "personal information" or "personally identifiable information" as defined in applicable state security breach notification statute; personally identifiable information contained in student "education records" as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; "protected health information" as defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809.
- 1.14 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.15 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- 1.16 Saas Services** means the Contractor off the shelf, software as a service and related services, hosted by Contractor or third party service provider, including maintenance and support services, as specified under the Order. Saas Services do not include support of an operating system or hardware, support outside of Contractor's normal business hours, or training, consulting, or other professional services.
- 1.17 SLA** means any End User License Agreement, Saas License Agreement or other terms that the use of certain Saas Services is governed by.

II. Term of Master Agreement

- 11.1 **Initial Term.** The initial term of this Master Agreement is for Five (5) years, beginning when the first master agreement under this portfolio is signed. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 11.2 **Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 11.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 11.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:
 - 11.1.1 A Participating Entity's Participating Addendum ("PA");
 - 11.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto which shall be considered a part of this Agreement including the product specific End User License Agreements and SLAs that are specifically attached to this Master Agreement ;
 - 11.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - 11.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - 11.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 11.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 11.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda

will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

IV.1 Requirement for a Participating Addendum. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

IV.2 Applicability of Master Agreement. NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

IV.3 Authorized Use. Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

IV.4 Obligated Entities. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

IV.5 Notice of Participating Addendum. Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

IV.6 Eligibility for a Participating Addendum. Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the

state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

- IV.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- IV.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- IV.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- IV.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- V.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- V.2 Administrative Fees**

V.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

V.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

V.3 NASPO ValuePoint Summary and Detailed Usage Reports

V.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

V.3.2 Detailed Sales Data. Contractor shall also report detailed sales data in accordance with the instructions in Attachment J.1 and in the format set forth in Attachment J, or as otherwise instructed by NASPO ValuePoint. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales

information for all sales under Participating Addenda executed under this Master Agreement.

V.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

V.3.4 Executive Summary. Contractor shall, upon request, provide NASPO ValuePoint cooperative contract coordinator with an executive summary that includes, at a minimum and for the preceding quarter, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative contract coordinator and Contractor will determine the format and content of the executive summary.

V.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

V.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

V.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

V.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the

scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

V.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

V.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

V.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

V.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement pursuant to section XV.6, or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

VI. Pricing, Payment & Leasing

VI.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

VI.1.1 All prices and rates must minimally be guaranteed for the first year of the Master Agreement.

VI.1.2 Following the first year of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least thirty (30) days prior to the effective date.

VI.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

VI.1.4 No retroactive adjustments to prices or rates will be allowed.

VI.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

VI.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

VII.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

VII.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

VII.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

VII.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

VII.5 Term of Purchase. Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

VII.5.1 Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.

VII.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

VII.5.3 Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

VII.5.4 **Notwithstanding** the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

VII.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

VII.6 Order Form Requirements. All Orders pursuant to this Master Agreement, at a minimum, must include:

VII.6.1 The services or supplies being delivered;

VII.6.2A shipping address and other delivery requirements, if any;

VII.6.3A billing address;

VII.6.4 Purchasing Entity contact information;

VII.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

VII.6.6A not-to-exceed total for the products or services being ordered;
and

VII.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

VII.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

VII.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

VIII.1 Shipping Terms. All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.

VIII.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

VIII.2 Minimum Shipping. The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

VIII.3 Inside Deliveries. To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

VIII.4 Packaging. All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each

shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

IX.1 Laws and Regulations. Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

IX.2 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

IX.3 Inspection. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

IX.3.1 Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

IX.3.2 Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

IX.4 Failure to Conform. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

IX.5 Acceptance Testing. Purchasing Entity and Contractor may by mutual agreement establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity. If no other process is established by Purchasing Entity and Contractor, the following shall apply:

IX.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product

is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

IX.5.2 If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

IX.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

IX.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

IX.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

X.1 Applicability. Unless otherwise specified in the Master Agreement, Participating Addendum, SLA, or ordering document, the terms of this Section X will apply.

X.2 Warranty. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

X.3 Breach of Warranty. Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

X.4 Rights Reserved. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages,

and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

X.5 Warranty Period Start Date. The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

XI.1 Conveyance of Title. To the extent conveyance of title is set forth in the Order, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

XI.2 Embedded Software. Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

XI.3 License of SaaS Services. Notwithstanding anything to the contrary and subject to the applicable SLA, Contractor grants to the Purchasing Entity a nonexclusive, non-assignable limited right to use the SaaS Services during the term set forth in the Order. The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the SaaS Services.

XII. Indemnification

XII.1 General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property to the extent caused by the negligence or willful misconduct of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

XII.2 Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

XII.2.1 The Contractor's obligations under this section will not apply to the extent the claim or adverse final judgment is based on Purchasing Entity's use of the Product in contradiction of this Agreement, including with non-licensed third parties, or Purchasing Entity's willful infringement, or extend to any

combination of the Product with any other product, system or method, unless the Product, system or method is:

- XII.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
- XII.2.1.2** specified by the Contractor to work with the Product;
- XII.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- XII.2.1.4** reasonably expected to be used in combination with the Product.

XII.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

XII.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

XII.2.4 Unless otherwise set forth herein, Section XII.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Limitation of Liability

XIII.1 Disclaimer. Except for the express warranties provided in this Agreement and to the maximum extent permitted by applicable law, Contractor hereby disclaims all other warranties and conditions, whether express, implied, or statutory, including, but not limited to, any implied warranties, duties, or

conditions of merchantability, title, or fitness for a particular purpose. While Contractor takes reasonable physical, technical, and administrative measures to secure the Saas Services, Contractor does not guarantee the Saas Services cannot be compromised and they are provided "as is". Customer understands that the Saas Services may not be error free, and use may be interrupted.

XIII.2 Limitation of Liability. To the extent permitted by applicable law and notwithstanding anything to the contrary set forth in this Agreement, Contractor's liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to customer's actual direct damages, not to exceed the greater of two million dollars or total fees paid to Contractor by the Participating Entity under the Order over the twenty-four (24) months preceding the date of the event that is the basis for the claim (net of association interchange, assessments and fines or merchant fees and credit and debit card banking and merchant fees). The parties acknowledge and agree that the prices set forth in this Agreement are set in reliance upon this limitation of liability and to the maximum extent allowed under applicable law, the exclusion of certain damages, and each shall apply regardless of the failure of an essential purpose of any remedy. The foregoing limitation of liability shall not apply to claims that are subject to the general indemnification and intellectual property indemnification obligations.

XIII.3 Exclusion of Certain Damages. To the maximum extent permitted by applicable law, in no event shall Contractor be liable for any special, incidental, punitive, indirect, or consequential damages whatsoever, even if Contractor has been advised of the possibility of such damages.

XIV. Insurance

XIV.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

XIV.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

XIV.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

XIV.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket

contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

XIV.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

XIV.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

XIV.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

XIV.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIV, except the endorsement is provided to the applicable Participating State or Participating Entity.

XIV.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

XIV.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XV. General Provisions

XV.1 Records Administration and Audit

XV.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a

Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

XV.1.2 Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

XV.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

XV.2 Confidentiality, Non-Disclosure, and Injunctive Relief

XV.2.1 Confidentiality. Contractor and Purchasing Entity acknowledge that it and its employees or agents may, in the course of performance of this Master Agreement, be exposed to or acquire information that is Confidential Information.

XV.2.1.1 Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

XV.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

XV.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

XV.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

XV.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

XV.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

XV.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing

Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

XV.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

XV.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section XV.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

XV.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

XV.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

XV.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

XV.3 Assignment/Subcontracts

XV.3.1 Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

XV.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

XV.4 Changes in Contractor Representation. The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

XV.5 Independent Contractor. Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

XV.6 Cancellation. Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

XV.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

XV.2 Defaults and Remedies

XV.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

XV.8.1.1 Nonperformance of contractual requirements;

XV.8.1.2 A material breach of any term or condition of this Master Agreement;

- XV.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
 - XV.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - XV.8.1.5** Any default specified in another section of this Master Agreement.
- XV.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- XV.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- XV.8.3.1** Any remedy provided by law;
 - XV.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
 - XV.8.3.3** Suspension of Contractor from being able to respond to future bid solicitations;
 - XV.8.3.4** Suspension of Contractor's performance; and
 - XV.8.3.5** Withholding of payment until the default is remedied.
- XV.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its

Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

XV.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

XV.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

XV.11 No Waiver of Sovereign Immunity

XV.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

XV.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and

immunity based on the Eleventh Amendment to the Constitution of the United States.

XV.12 Governing Law and Venue

XV.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

XV.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

XV.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

XV.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity, and except as permitted by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or at the Purchasing Entity's written request. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
 - c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
 - d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it

deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be agreed to by the Participating Entity and the Contractor and identified in the ordering document issued against the Master Agreement, or the SLA.

- e. At no time shall any data or processes - that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees - be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
 - f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.
- 3. Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.
- 4. Security Incident or Data Breach Notification:**
- a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.
 - b. Security Incident Reporting Requirements: The Contractor shall report a confirmed security incident where Personal Data has been accessed, disclosed, or acquired without proper authorization or contrary to the applicable data protection laws, to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.
 - c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Purchasing Entity's content that is subject to applicable data breach notification law, the Contractor shall (1) within 72 hours or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by

applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

5. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary..
- a. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of Purchasing Entity's data in a CSV or another mutually agreeable format

at a time agreed to by the parties or allow the Purchasing Entity to extract its data and the subsequent secure disposal of Purchasing Entity's data consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.

- b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.
- c. In the event of termination of any services or agreement in entirety, and unless otherwise agreed upon by Contractor and Purchasing Entity, the Contractor shall not take any action to intentionally erase Purchasing Entity's data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - 30 days after the effective date of termination, if the termination is for convenience
 - 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity's data and shall thereafter, unless legally prohibited, delete all Purchasing Entity's data in its systems or otherwise in its possession or under its control consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.

- d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA. The scope and rate of Transition services will be consistent with Contractor's general practices associated with the Product and provided at then current rates established in the Master Agreement unless otherwise provided in the Order.
8. Except as required for audit and defense purposes or to preserve a system of record, upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor

offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

- 9. Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports may include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.
- 10. Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
- 11. Data Center Audit:** The Contractor shall perform an independent audit of its data centers at least annually at its expense, and upon execution of a mutually agreeable Non-Disclosure Agreement ("NOA") and subject to third party non-disclosure requirements, Contractor will make available an unredacted version of the audit report or the letter of authority to operate for the applicable FedRAMP solutions, upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. If the SaaS Services are provided using a third party data center, Contractor will provide available compliance reports for that data center.
- 12. Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

So long as Purchasing Entity is timely paying the subscription fees or has a maintenance and support agreement in effect, Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

- 13.** Contractor will notify the Purchasing Entity of any major update or upgrade as specified in the Order.
- 14. Security:** As requested by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NOA is signed, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing - the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.
- 15. Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.
- 16. Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
- 17. Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available (with agreed-upon maintenance downtime) and provide service to customers as defined in the SLA.
- 18. Subcontractor Disclosure:** Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.
- 19. Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

20. Business Continuity and Disaster Recovery: As requested in writing by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NOA is signed, the Contractor shall make available a business continuity and disaster recovery plan .. Should a Purchasing Entity request a client-specific disaster recovery test, Contractor will work with Purchasing Entity to schedule and execute such a test on a mutually agreeable schedule. At Purchasing Entity's written request, Contractor will provide test results to Purchasing Entity within a commercially reasonable timeframe after receipt of the request.

21. Compliance with Accessibility Standards: If applicable, Purchasing Entity and Contractor will agree to the applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity and include applicable standards in the ordering document issued against the Master Agreement.

22. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

23. Encryption of Data at Rest: Contractor shall encrypt data at rest consistent with AES standards or better. If Purchasing Entity has specific requirements for encryption of data at rest, those requirements will be set forth in the Order.

24. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for Saas, use underlying software as embodied or used in the Service; and (iii) use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity, except as permitted by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or at the Purchasing Entity's written request. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
 - c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
 - d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be agreed to by the Participating

Entity and the Contractor and identified in the ordering document issued against the Master Agreement, or the SLA.

- e. At no time shall any data or processes - that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees - be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
 - f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.
- 3. Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.
- 4. Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any confirmed security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Contractor will report data breaches and take all other required actions as required by, and in accordance with, all applicable State and Federal data breach notification laws.
- a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.
 - b. Security Incident Reporting Requirements: The Contractor shall report a confirmed security incident where Personal Data has been accessed, disclosed, or acquired without proper authorization or contrary to the applicable data protection laws, to the Purchasing Entity identified contact immediately as soon as possible or promptly without reasonable delay, or as defined in the SLA.
 - c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Purchasing

Entity's content that is subject to applicable data breach notification law, the Contractor shall (1) within 72 hours or promptly without reasonable delay notify the appropriate Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner

5. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

- a. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws - all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

- a. In the event of a termination of the Master Agreement, or applicable Participating Addendum, Contractor shall implement an orderly return of Purchasing Entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract its data and the subsequent secure disposal of the Purchasing Entity's data consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.
- b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.
- c. In the event of termination of any Services or agreement in entirety, and unless otherwise agreed upon by Contractor and Purchasing Entity, the Contractor shall not take any action to intentionally erase Purchasing Entity's data for a period of:
 - 10 days after the effective date of termination, if the termination is in accordance with the contract period.
 - 30 days after the effective date of termination, if the termination is for convenience;
 - 60 days after the effective date of termination, if the termination is for cause, or

After such period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity's data and shall thereafter, unless legally prohibited, delete all Purchasing Entity's data in its systems or otherwise in its possession or under its control consistent with the applicable ordering documents and SLA and subject to relevant State, Federal, and Product retention requirements.

- d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA. The scope and rate of Transition services will be consistent with Contractor's general practices associated with the Product and provided at then current rates established in the Master Agreement unless otherwise provided in the Order.
- e. Except as required for audit and defense purposes or to preserve a system of record, upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

- a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.
- c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

- a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports may include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and upon execution of a mutually agreeable Non-Disclosure Agreement ("NOA") and subject to third party non-

disclosure requirements, Contractor will make available an unredacted version of the audit report or the letter of authority to operate for the applicable FedRAMP solutions, upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. If the SaaS Services are provided using a third party data center, Contractor will provide available compliance reports for that data center.

- 12. Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

So long as Purchasing Entity is timely paying the subscription fees or has a maintenance and support agreement in effect, Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity of any major update or upgrade as specified in the Order.

- 13. Security:** As requested by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NOA is signed, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing - the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

- 14. Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

- 15. Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

- 16. Responsibilities and Uptime Guarantee:** The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
- 17. Subcontractor Disclosure:** Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.
- 18. Business Continuity and Disaster Recovery:** As requested in writing by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NOA is signed, the Contractor shall make available a business continuity and disaster recovery plan. Should a Purchasing Entity request a client-specific disaster recovery test, Contractor will work with Purchasing Entity to schedule and execute such a test on a mutually agreement schedule. At Purchasing Entity's written request, Contractor will provide test results to Purchasing Entity within a commercially reasonable timeframe after receipt of the request.
- 19. Compliance with Accessibility Standards:** If applicable, Purchasing Entity and Contractor will agree to the applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity and include applicable standards in the ordering document issued against the Master Agreement.
- 20. Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.
- 21. Encryption of Data at Rest:** The Contractor shall encrypt data at rest consistent with AES standards or better. If Purchasing Entity has specific requirements for encryption of data at rest, those requirements will be set forth in the Order.
- 22. Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Attachment B - Scope of Work

Contractor- Tyler Technologies, Inc.

I. Awarded Scope / Executive Summary

The scope of this contract award includes the following category(ies):

Category 1 - Platform Management - A software solution that will offer a variety of applications to help customers (i.e., public entities) manage systems across platforms. Platform management will answer questions and contain solutions that remember, remind, and respond to users.

Category 2 - Master Data Management - A software solution that will provide the means to associate various records pertaining to an individual. Includes technology to ensure uniformity and accuracy of master data assets and coordination of data across all platforms. Allows a public entity to create and manage a central, persistent system of record or index of record for master data. Solution supports ongoing master data stewardship and governance requirements through workflow-based monitoring and corrective-action techniques.

Additional Value Add Items/ Services may be offered by Contractor within the Award Category listed above. Such value-added solutions may include, but are not limited to, solutions as - identity management, referrals engine, user behavior analytics, digital wallets, web hosting, Website & web app development, eCommerce services and payment processing, etc.

II. Value Add Solutions

a. Value Add Items

Value Added Item #1: Payment Processing/Merchant Services

How will this add value? The NIC Enterprise Framework includes the NIC Payment Platform and the ability for Tyler to provide merchant services on a fee basis. NIC's payment services minimizes the participating entity's PCI exposure, provides one centralized system and reporting for all payment channels, and features chargeback and return management as well as robust agency support.

Documented Performance: The NIC Payment Platform's footprint accounts for more than 176 million Americans representing 54% of the U.S. population. In 2020, the platform securely processed 400 million online transactions for more than \$24 billion on behalf of government. As a Payment Facilitator, and by leveraging the NIC Payment Platform, we are positioned to carry the bulk of responsibility for managing PCI compliance. This model significantly reduces the agency's PCI reporting burden and ensures that citizens can transact business securely.

Cost Impact(%): Cost per transaction **Schedule Impact(%):** None

Value Added Item #2: Cash Payment Acceptance through Fiserv CheckFreePay

How will this add value? An in-person payment option integrated with the NIC Enterprise Framework that makes payment easier and more convenient for residents who either prefer to pay with cash or do not have a bank account. Residents will be able to make payments in cash at any CheckFreePay® agent location, which include thousands of retailers, convenience stores, grocery stores and neighborhood bodegas.

Documented Performance: The in-person cash payment option launched in Arkansas in late September, allowing Pulaski County residents to pay their property taxes in-person with cash at approximately 30 retail sites in the county, including Walmart and Kroger locations. The option was met with excitement with more than \$300,000 in cash payments collected on behalf of the county within the first few weeks. One week after rolling out in Pulaski County, the state of Arkansas expanded the CheckFreePay solution to all 50 counties.

Cost Impact(%): Cost per transaction **Schedule Impact(%):** None

Value Added Item #3: Professional Services

How will this add value? Tyler can provide professional project management, development, integration, QA, and training resources to develop new or enhance existing services to interact with the platform and to operate and maintain custom services.

Documented Performance: Tyler's NIC resources have experience developing, operating, and maintaining 19,000 digital government services currently in production across 32 states and several federal agencies representing more than 7,800 government agency partners.

Cost Impact(%): TBD based on scope **Schedule Impact(%):** No effect on platform timing

Value Added Item #4: IDEMIA Identity Document Capture & Verification (ID&V)

How will this add value? With ID&V, governments can mitigate fraud within digital services such as unemployment claims, Medicaid enrollment, etc. This solution could be added to NIC's Enterprise Foundation Platform as a means of secure identity verification to interact with government.

Documented Performance: IDEMIA launched ID&V for the Oklahoma Employment Security Commission to reduce their exposure to the high volume of fraudulent claims filed at the outset of the COVID-19 pandemic. The solution has empowered the Commission to process claims more efficiently and distribute benefits faster while reducing fraud.

Cost Impact(%): Varies by deployment **Schedule Impact(%):** 5-10%

Value Added Item #5: Lexis Nexis Risk Defense Platform (RDP))

How will this add value? The platform provides a central connection point that provides a robust set of fraud and identity management tools for the NIC Enterprise Foundation Platform.

Documented Performance: The Kansas Department of Labor (KDOL) implemented RDP which enabled them to take a multi-layered approach to identity proofing. This identity system enabled KDOL to transition analysts from fighting fraud to focusing on the real mission of the agency- getting legitimate claimants paid the benefits they are owed. In late April, KDOL had ~163,500 total claimants attempt authentication and 55,000 failed the RDP ID proofing.

Cost Impact(%): Varies by deployment **Schedule Impact(%):** 5-10%

b. Value Add Solutions That Involve Third-Party Software Solutions

Contractor must be the original software publisher of the solutions offered within its Awarded Scope. Contractor may nonetheless submit value added solutions that involve third-party software solutions. As Contractor chooses to offer third-party software solutions as part of its value-added offerings any third-party end user licensing agreements (distributed with such software) are included in this Master Agreement through Attachment E.

The third party end user license agreements will be at the discretion of each Participating State or Participating Entity to review, negotiate and/or utilize these documents within their Participating Addendum. Purchasing Entities that acquire third-party software solutions shall be subject to the end user licensing agreements distributed with such software, unless otherwise stated in a Participating Addendum or as negotiated between the Purchasing Entity and third-party software provider.

III. Service Approach.

Tyler's wholly owned subsidiary, NIC, will implement a service approach for the NIC Enterprise Foundation Platform founded on a single goal- to empower any government customer to better engage with their constituents using the same powerful platform technologies

that we use to deliver award-winning digital government solutions to our government partners. We have structured our service approach and product suite to make adoption of the NIC Enterprise Foundation Platform quick and easy. In this portion of our proposal, we summarize our service approach throughout the service lifecycle.

Procurement Support

NIC will perform proactive outreach to participating state and local government entities to educate them on the capabilities of the NIC Enterprise Foundation Platform and how they can use the NASPO contract vehicle to obtain these capabilities. Similarly, we will reactively support inquiries from NASPO participants in selecting the best technology for meeting their objectives.

Service Enrollment

Once a NASPO participant decides to engage and begin using the NIC Enterprise Foundation Platform, an account manager will immediately be assigned and will begin direct engagement with the government customer. During engagement kickoff, our account manager will provide the government with detailed information on the enrollment process, the responsibilities of the government, and the enrollment timeline. Additionally, NIC will negotiate the agreement with the Participating Entity that establishes the relationship between the parties including usage terms, ownership rights, liability limitations, and service costs. If NIC is to perform payment processing on behalf of the government, and payment processing agreement will need to be executed as part of enrollment.

Financial Platform Setup

The NIC Payment Platform is a dependency of many modules of the NIC Enterprise Foundation Platform including Gov2Go®, AccessGov™, and TeleGov™. Accordingly, provisioning and setup of the NIC Payment Platform is typically one of the first steps in our service delivery approach. Though platform modules are dependent on the NIC Payment Platform, our payment technologies are extremely flexible to support a variety of processing and flow-of-funds scenarios. The NIC Payment Platform can process payments through merchant accounts that we provide and manage or by integrating with merchant accounts provided by the government. Accordingly, the exact approach to setup of our financial platform for a new government will vary based on the processing and flow-of-funds model selected. Baseline provisioning and configuration, though, typically takes around a week to complete.

Module Provisioning

In parallel with the provisioning of the NIC Payment Platform, NIC will provision the appropriate modules of the NIC Enterprise Foundation Platform including Gov2Go®, AccessGov™, and TeleGov™, along with payment platform modules such as Prompt Pay and OntheGo® Pay. The assigned NIC account manager will coordinate with the government regarding module configuration options and work with the product teams associated with each module to ensure that module provisioning is correctly performed and validated before turnover to the government.

Training

Training for the NIC Enterprise Foundation is typically provided asynchronously through electronic training materials. These training materials include user guides, integration guides, training videos, tutorials, and development examples. Our goal is to empower the users of the platform to learn at their own pace the things they need to know to be productive in their job role. To assist with staff self-training, development environments are provided for all platform modules to allow product exploration, practice, and experimentation. Beyond electronic training materials, platform users can engage customer support when needed with any questions they encounter during their electronic training. Additionally, direct synchronous training can be provided as a value-added option by engaging NIC professional services if the government prefers a more traditional approach to training staff. As an example, AccessGov™ offers an online training and support portal with video content and tutorials to assist government users.

Support

NIC provides customer support for each component of the NIC Enterprise Platform. We understand that importance of supporting our government customers and pride ourselves in providing effective customer service. Governments can engage support by phone or through electronic channels such as email or chat. Support for user inquiries and issues is provided during normal business hours - 8am to 8pm ET Monday through Friday. Support for operational issues is provided continuously 24 hours a day 7 days a week. The cost of support is included in the pricing of each platform module. Our support teams employ best practices from ITIL for service management and manage all service cases in our modern IT service management tool. We track support metrics and actively seek feedback from those engaging support to inform our customer support continuous improvement process.

Service Operations

The NIC Enterprise Platform consists of Software-as-a-Service and Platform-as-a-Service components. NIC is responsible for the operation, performance, availability, and security of the platform including all software and hosting infrastructure. All platform modules are hosted in the

cloud with the exception of the NIC Payment Platform which is hosted in a high-security private datacenter facility. NIC provides for operational management 24x7x365. Customers will be notified in advance of any planned maintenance outages, though these are rare due to the architecture of the platform and hosting infrastructure. The availability and performance of the system is monitored continuously, and operational issues detected by monitoring or reported by customers are investigated and resolved following our incident response process. Platform customers receive timely status updates during operational impairments or outages.

Ongoing Service Development

Though most modules of the NIC Enterprise Foundation Platform are completely self-service, Gov2Go® services require collaborative development between NIC and the government partner. Accordingly, the Gov2Go® subscription includes a block of development services that the government can use to have new Gov2Go® services designed and implemented on the Gov2Go® platform. Because Gov2Go® services can vary greatly in complexity, this block of development hours allows our customers to drive a continuous stream of new value to their Gov2Go® deployment through the development of services requiring differing amounts of development services. Customers may elect to purchase additional development services as needed by engaging NIC professional services to increase the rate at which new Gov2Go® services are deployed. If desired by the government, a local team of marketing, development, and operational professionals can be incorporated into the service offering.

Upgrades

The NIC Enterprise Foundation Platform is a fully managed platform. Modules of the platform follow regular upgrade cycles where new releases of the software and adjustments to the hosting infrastructure are made on at least a monthly basis. Most updates require no changes to the government solutions built upon the platform, but major upgrades of platform modules may require solution upgrades. When this is the case, NIC will provide the government with sufficient time to make the necessary changes and will work with impacted customers to validate changes against an acceptance environment already upgraded to the new version.

Service Termination

Though we never like to part ways with a government customer, we understand that changes in priorities and strategies may require such a termination of service. NIC never owns the government's data and therefore we include terms in our service agreements for turnover of all government data upon termination of service. Prior to service termination, the NIC account manager will work with the departing tenant to coordinate the timing of service termination and the transfer of government data in an agreed upon format.

IV. Service Assumptions

Tyler has made the following service assumptions while packaging and pricing the NIC Enterprise Foundation Platform for NASPO.

- Potential NASPO purchasers include state and local governments, in the United States, Canada, and participating international entities including educational institutions and quasi-governmental entities.
- Tyler will have the ability, if needed, to add or remove platform modules to our service list over the term of the NASPO contract to reflect the evolution of the NIC Enterprise Foundation Platform, new offerings, and changes to market pricing.
- The NIC Payment Platform will be used to process payments originating from all NIC Enterprise Foundation Platform modules (i.e., Gov2Go®, AccessGov™, TeleGov™, OntheGo® Pay, and Prompt Pay) so Tyler will not be required to integrate our engagement technologies with an external payment gateway unless contracted to do so as a value-added service.
- Payment processing will be conducted using merchant accounts and backend payment processors already supported by the NIC Payment Platform so Tyler will not need to integrate our payment gateway with any new backend processors.
- If the government is the merchant of record for merchant accounts used for payment processing, the government will be responsible for payment of processing fees and for supporting chargebacks that occur against those merchant accounts.
- When contracting services from Tyler, the government customer will negotiate an agreement that contains the contract terms for the provided services.
- Government customers will receive a monthly invoice from Tyler identifying module subscription costs and any additional charges accrued for the previous month, including any agreed upon value-added services, and will remit payment for this invoice electronically in a timely manner according to the contract terms.
- Delivery projects associated with the platform services we provide will be executed using our own project management methodologies and toolsets.

V. Roles, Responsibilities, & Exceptions

Our service plan and approach strive to make use of the NIC Enterprise Foundation Platform easy for the government, placing the operational responsibility on Tyler's teams allowing the government to focus on using the platform to deliver new engagement solutions to their constituents. In this section of our proposal, Tyler outlines the divisions of roles and responsibilities between Tyler and the government entity procuring the NIC Enterprise Foundation Platform.

Roles and Responsibilities for Tyler

Tyler's NIC division, as the service provider for the NIC Enterprise Foundation Platform, will be responsible and accountable for the following:

- Engage with the government to negotiate a Participant Agreement outlining desired services, pricing, terms and conditions, and any other specifics desired by the entity.
- Support and participate in information gathering, technology evaluation, and secondary procurement processes conducted by the government.
- Assign an account manager for each engagement to coordinate the service enrollment process with the government, oversee delivery activities, and serve as a single point of contact for the government.
- Develop, test, operate, and maintain the platform software including making fixes and enhancements to existing modules and creation of new platform modules.
- Build, monitor, maintain, secure, and evolve the production hosting environments for platform modules.
- Measure, track, and report on service levels including service availability.
- Investigate and resolve operational and security incidents, communicating status to the impacted government customers during incidents.
- Maintain and provide access to testing and user acceptance hosting environments to facilitate training of government staff and ongoing development of new solutions on the platform by the government.
- Provide government customers with agreed upon Tier-I, Tier-II, and Tier-III technical and government user support through phone and electronic support channels.
- Maintain a library of training materials for each module of the platform including user guides, integration guides, tutorials, and instructional multimedia assets.
- Provide optional direct and train-the-trainer training when requested.
- Configure the NIC Payment Platform to process credit and debit card payments using merchant accounts that we provide or that the government provides.
- When collecting funds on behalf of the government using NIC provided merchant accounts:
 - o Provision and manage merchant accounts and backend processor arrangements.
 - o Perform deposit reconciliation and transfer of funds to the appropriate government bank accounts according to an agreed upon disbursement schedule.
 - o Manage chargeback procedures and representations.
 - o Invoice government for merchant processing costs, if applicable.
- When collecting funds using government provided merchant accounts:
 - o Collaborate with our backend processor to connect government merchant accounts to the NIC Payment Platform
 - o Provide reporting and research tools to the government to facilitate deposit reconciliation, accounting, refunds, and chargeback processing
- Maintain PCI DSS security certification of all systems, applications, networks, and supporting business processes which fall within PCI DSS scope.
- Where appropriate, procure and distribute point-of-sale payment terminals and mobile payment peripherals which are preinjected with appropriate encryption keys.
- Collaborate with the government to design and implement new Gov2Go® services.
- Connect Gov2Go® services with supporting API endpoints provided by the government.

- Collaborate with the government to populate Gov2Go®'s service directory and support the maintenance of this directory ongoing.
- Invoice the government for the costs of the Enterprise Foundation Platform and enrolled modules.

Roles and Responsibilities for the Government

While Tyler operates, manages, and evolves the NIC Enterprise Foundation Platform, the government is primarily responsible for solution development on top of the platform. Therefore, the government is responsible and accountable for the following:

- Complete platform user agreements during the enrollment process.
- Work with Tyler to configure platform modules and options based on anticipated use scenarios.
- Provide Tyler with the necessary information to establish merchant accounts or provide Tyler with information on existing merchant accounts that will be used for payment processing.
- Validate solutions developed on the platform against testing environments prior to launch into production.
- Identify and allocate staff for training on platform modules using the training materials provided by Tyler and/or engage Tyler for optional direct or train-the-trainer training services.
- Engage Tyler platform support to report operational issues and to get assistance with user and account questions.
- Pay all merchant processing fees and handle credit card chargeback processing if using the government's own merchant accounts.
- Reconcile payment deposits against transaction reports from the NIC Payment Platform if using the government's own merchant accounts.
- Build out AccessGov™ content portals and form-based services using the AccessGov™ solution builder tools.
- Provide Tyler with metadata on services that should be included in the initial Gov2Go® service directory and ongoing provide metadata on new services that should be added to Gov2Go®.
- Collaborate with Tyler to design and implement new Gov2Go® services.
- Provision, secure, and operate integration endpoints for use with Gov2Go® and AccessGov™ services developed on the platform.
- When using OntheGo® Pay, the government will provide and maintain commodity iOS or Android devices for field agents collecting mobile field payments.
- Procure, distribute, and maintain point-of-sale terminals and mobile payment peripherals.

Expectations

Tyler expects our government customers to operate in good faith and within the bounds of agreements executed during platform enrollment. Additionally, Tyler expects that the

government pay invoices in a timely manner according to the established agreements and contracts.

VI. Risk Management Plan

Tyler's risk management process begins with risk management planning for each individual Purchase Order to finalize the risk management approach to be used on the project, define the program-specific risk assessment criteria, and initialize our risk register. Next, we execute the risk management cycle, which starts with identifying the potential sources of risks both initially and on an ongoing basis. Identified risks are then assessed against the project's risk assessment criteria and appropriate risk mitigation strategies, response plans, and trigger events for each risk are developed. Based on the developed response plans we then monitor for risk event occurrence, monitor the performance of risk response plans, and provide risk reporting to stakeholders. Our risk management process is iterative, so we continually identify, assess, plan, monitor, and control new project risks as they are encountered during planning and work iterations.

Risk #1 Description: The platform is unable to scale to meet unexpected spikes in usage

Solution/Risk Mitigation: Build the platform using cloud-native architecture, dynamic scaling capabilities, and formal capacity planning

Documented Performance with Solution to Risk #1: Modules of the platform are architected to scale automatically based on load whenever possible and adhere to best practices for capacity planning and management when automatic scaling is not available. For example, Gov2Go® was designed in the Microsoft Azure cloud to meet high demands for government services with more than 3.6 million users nationwide and averaging about 1.1 million active monthly users. These users access Gov2Go® in waves and thus the system was engineered to automatically scale to meet unexpected usage surges. Gov2Go® uses a microservices architecture with dynamic auto-scaling built in, along with sophisticated monitoring and notification capabilities that alert appropriate resources as various scaling thresholds are met. Virginia implemented Gov2Go® for Pandemic Unemployment filings, which has commonly seen surges of 5x, and up to 10x the number of active users in a 30-minute period without performance degradation. Similarly, TeleGov™ is a multi-tenant solution that also encounters unexpected spikes in usage, such as with COVID-19 vaccination scheduling. TeleGov™ mitigates scaling risks by using autoscaling features of the cloud and using geographically separated regions to distribute load.

Risk #2 Description: Cost and resource availability prohibits migration and integration of existing services with a new platform

Solution/Risk Mitigation: Use Gov2Go® to include and augment existing service portfolio

Documented Performance with Solution to Risk #2: Government agencies and departments have invested significant time and money to build their current online services, and it is not always feasible to invest significant time and resources in a short amount of time to migrate those services into a central experience for citizens. To mitigate this, Gov2Go® was designed to provide lighter integrations that can augment current online government services. In Iowa, the initial integration plan was to migrate all online services into a Gov2Go® directory and then add to the capabilities over time to include a timeline of events, reminders, notifications, a wallet of payment methods, and a repository of receipts and documents. The team was able to create a service directory with 574 services and launch the new Iowa citizen engagement portal in less than 60 days. Also, the team implemented 30 low-code applications and migrated 32 payment applications in the first 90 days. All of this with no impact on services and minimal agency resource utilization.

Risk #3 Description: Requirements for forms and business processes may change frequently requiring frequent changes be made to digital services

Solution/Risk Mitigation: Allow customers to build and manage their own form-based services and make modifications as required.

Documented Performance with Solution to Risk #3: AccessGov™'s intuitive form builder and flexible data source integration empowers government staff to manage their own digital services. In Montana, the Department of Public Safety used AccessGov™ to replace and enhance an existing custom service that took 3 months to develop in about 45 minutes. Prior to AccessGov™, a customer was forced to request updates from the development team and wait for a new release before the changes were incorporated. Now they are able to quickly make changes to the forms, workflow, and data integration on their own and realize these changes immediately.

Risk #4 Description: Unplanned office closures

Solution/Risk Mitigation: Utilizing TeleGov™ for appointments to seamlessly manage office closures.

Documented Performance with Solution to Risk #5: Since September 2020, eight states have implemented TeleGov™. Customers have scheduled over 2.1 million appointments through this platform, including 500,000 COVID-19 vaccination appointments. Unanticipated office closures resulting from weather and pandemic-related events have been an ongoing risk and TeleGov™ has built-in functionality to address office closures, including the bulk cancellation of a block of appointments and the ability to transition from in-person to phone or virtual meetings seamlessly. Customers automatically receive a notification if their appointment has been canceled or transitioned to a telephone or video appointment.

VII. Deliverables

Category 1 - The primary deliverable of the Enterprise Foundation Platform is access to a set of tools that will help public entities, either on their own or with support from Tyler Technologies, to create, manage, and expand upon a variety of digital government services. Public entities will be given training and support to engage with the platform and services. Specifics of the end deliverables will be outlined in each Purchase Order and supporting scope of work.

Access to the platform is provided based on a cost per user/tenant basis with a population-based assumptions. Prices may vary based on usage over the life of the contract.

Implementation Process: For all full-scale migrations and implementations, Tyler Technologies' process follows two phases: 1) Discovery and 2) Implementation - which offers our customers the technical expertise and platform, as well as the consultation and models that ensure adoption and utility, not merely a launched platform. This implementation approach is designed not only to meet our Customers' immediate goals, but also to ensure that, through this partnership, Tyler imparts best practices around setting up and establishing a robust and lasting data program, including:

- Establishment of a robust centralized data platform that pulls in best practices for data prioritization, data structuring, visualization, storytelling, and performance data reporting.
- Discovery, planning, and consulting on the development of visualizations, reports, and dashboards that facilitate deeper analysis and enhance insights into progress against key initiatives.
- Ongoing education and enablement of team members to support data reporting, progress tracking, storytelling, and analysis. Tyler will maintain an ongoing Training Plan to identify education and enablement sessions that will help staff build upon their skills on the platform.
- Creation of data automation processes and data governance frameworks.

Phase 1: Discovery: Setting the foundation for data program (current and future state)

Phase 1 will establish foundational processes and best practices (i.e., both business and technical) for the data program. Priorities for Discovery include:

- In-depth prioritization of current and future-state analysis needs;
- Mapping of stakeholders' business, information, reporting and analysis needs to solution elements;
- Identifying data integration and automation needs;
- Identifying needs for standardized data reporting formats;
- Identifying data governance needs to establish a sustainable process for data identification, data transfer, data quality, oversight of the metric development and progress sharing, as well as metadata standards.

Key activities and deliverables include:

1. Kickoff Meeting: Tyler staff will work closely with the Customer team to identify key stakeholders that must be involved in this discussion. The Tyler team will want to ensure full representation of the appropriate team members to account for the information needs, business objectives, and unique requirements of specific stakeholders and/ or divisions. Tyler will review and refine the Program Plan, which will guide all activities throughout the duration of this project.
2. Analysis of Current Data Environment/ Assessment of Current Activities: Tyler will review all work conducted to-date on the existing contract, including feature requests, and longer-term goals for the solution.
3. Documentation of Business Requirements: This task will identify all business requirements for the solution, and Tyler will couple this activity with the identification of all relevant use cases to inform new data queries and visualizations, reporting, dashboard needs, etc.
4. Access Considerations and Security Requirements: Tyler will review all access and security considerations for the platform, including user permissions, group workflows, audit trails, security testing required, etc.
5. Data Governance Structure: Includes all necessary workflows, user permissions, and data governance requirements.
6. Solution Design and Program Strategy Assessment: All work conducted and captured during Phase I will be built into a comprehensive Solution Design Document, which accounts for all identified requirements and the supporting success criteria for implementation and deployment.

Phase 2: Implementation

Phase 2 will include the implementation of all requirements outlined in Phase 1 and will incorporate regular quality assurance testing and refinement. We will also identify ongoing enablement and knowledge transfer that is required, which we will document in a training plan to be used for ongoing enablement and support sessions with Customer staff.

Key activities and deliverables include:

1. Education and Training Plan: Each Customer team member will receive a Training Plan that is tailored to the person's specific role in the project.
2. Review of Solution Design and Program Planning: Tyler and Customer staff will confirm the technical approach and all business requirements / use cases to be met during implementation.
3. Data Governance Framework: Tyler will work directly with Customer staff to identify governance requirements and required roles, responsibilities, and user permissions for the system. These will provide ongoing capturing of responsibilities to specific functions, such as metadata standards and rules for completeness, data automation, and publishing pipeline development.
4. Data Standardization, Automation, & Integration: We will focus on establishing data reporting standards, as well as best practices for structuring data collection formats, data workflows, data integration touchpoints, user roles and permissions, and metadata standards.
5. Preparation of Solution Stage: The Tyler team will ensure the solution is fully integrated with all required source systems and accounts for all business requirements, use cases, and success criteria established during Phase 1.
6. Quality Assurance Testing & Refinement: Tyler is committed to delivering the highest quality solutions and services to our clients, our team will conduct both comprehensive internal QA testing, as well as client-facing acceptance testing to identify and resolve any technical issues within our solution. Quality assurance testing is guided by a formal list of acceptance criteria, which will enable our collective teams to ensure that all functionality is aligned with the agreed-upon requirements.
7. Deployment "Go Live" and Full Acceptance: The Production stage of the program includes the Customer's validation that the solution meets the success criteria identified during the Discovery stage in Phase 1. Tyler will also work with Customer team members to chart a roadmap that will outline long-term goals and milestones required to accomplish those goals.

Full-scale implementations typically take approximately 8-12 weeks.

VIII. Financial Summary

Category 1:

Tyler promises flexibility to all our government partners and plan to incorporate the specific billing details into each Purchase Order. Generally, we envision three billing scenarios for the Citizen Engagement Platform.

1. Implementation plus Monthly SaaS fees - Tyler would bill the entity directly on a monthly basis in arrears for activity during that month.
2. Value added Payment Processing - Tyler would either
 - a. Collect all transaction fees from users and deposit entity fees according to the Purchase Order, or
 - b. All transaction fees go directly into entity accounts and Tyler would bill on a monthly basis for the previous month's transactions.
3. Value added professional services will also be billed monthly in arrears.

Category 2:

Tyler Technologies comprises numerous divisions and public sector software spanning six categories: appraisal and tax software and services; integrated software for courts and justice systems; enterprise financial software; planning and regulatory software; public safety software; and records/document management solutions for schools.

The products and solutions we offer to our customers require a pricing and billing structure that directly aligns with that SOW and solution offering. As such, we do not have a standardized billing structure that is used consistently across Tyler contracts.

Pricing for Category 2 will be based upon Monthly Active Users (MAU), external API Calls, alerts, and data storage - this will account for platform pricing, along with support and education packages. We will review pricing with the Customer prior to contract award.

IX. Contractor Contact List

Category 1 -

Primary POC: Tamara Dukes, VP, Partnership Solutions, 978.790.4799,
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For MT, OR, ID, UT, NM, KY, NJ, CO: Rich Olsen, VP, Enterprise Operations,
 801.413.9853, rich.olsen@tylertech.com

For TX, OK, AR, LA, MS, AL, WV: Winn McInnis, SVP, Enterprise Operations,
 601.813.9535, winn.mcinnis@tylertech.com

For KS, NE, IA, IN, IL, VA, PA, RI: Scott Somerhalder, SVP, Enterprise Operations,
 913.302.3143, scott.somerhalder@tylertech.com

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

	Core Platform Pricing		
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations)	population-based pricing (>10M)	\$100,000 Implementation fee+ \$75,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations)	population-based pricing (SM-IOM)	\$100,000 Implementation fee+ \$65,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations)	population-based pricing (IM-SM)	\$100,000 Implementation fee+ \$50,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations)	population-based pricing (<IM)	\$100,000 Implementation fee+ \$30,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations)	population-based pricing for municipalities (SOOK-IM)	\$75,000 Implementation fee+ \$20,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations)	population-based pricing for municipalities (250k-500k)	\$50,000 Implementation fee+ \$15,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations)	population-based pricing for municipalities (<250k)	\$50,000 Implementation fee+ \$12,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov v., Module) -	population-based pricing (>IOM)	\$50,000 Implementation fee+ \$75,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov v., Module) -	population-based pricing (SM-IOM)	\$25,000 Implementation fee+ \$50,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov TM Module) -	population-based pricing (1M-5M)	\$12,000 Implementation fee+ \$24,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov v., Module) -	population-based pricing (<IM)	\$10,000 Implementation fee+ \$15,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov TM Module) -	population-based pricing for municipalities (500k-1M)	\$5,000 Implementation fee+ \$10,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov v., Module) -	population-based pricing for municipalities (-250k500k)	\$5,000 Implementation fee+ \$7,500/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov TM Module) -	population-based pricing for municipalities (<250k)	\$5,000 Implementation fee+ \$6,000/mo
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov v., eSign) -	transaction-based pricing	\$0.50/per signature
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go° Module) -	population-based pricing (>IOM)	*\$70,000/mo +\$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go° Module) -	population-based pricing (5M-10M)	*\$55,000/mo +\$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go° Module) -	population-based pricing (1M-5M)	*\$40,000/mo +\$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go° Module) -	population-based pricing (<IM)	*\$25,000/mo +\$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go° Module) -	population-based pricing for municipalities (500k-1M)	*\$20,000/mo +\$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go° Module) -	population-based pricing for municipalities (250k-500k)	*\$17,500/mo +\$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go° Module) -	population-based pricing for municipalities (<250k)	*\$15,000/mo +\$35,000 Implementation per workflow
Tyler Technologies, NIC Division	Enterprise Foundation Platform (TeleGovTM Module) -	location-based pricing	\$10,000 annual fee (per location)+ \$0.25 (per appointment)
			\$1M Annual licensing fee plus maintenance and operation and Implementation Costs (Dependant on Requirements and Data Conversion and based on professional services rates) AND/OR up to \$10 per transaction
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Regulatory Licensing & Permitting Module)		\$150,000 Implementation fee+ \$20,000 per Gov2Go workflow + \$200,000/mo +\$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations)-	population-based pricing (>IOM)	\$120,000 Implementation fee+ \$20,000 per Gov2Go workflow + \$150,000/mo + \$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations)-	population-based pricing (5M-10M)	\$100,000 Implementation fee+ \$20,000 per Gov2Go workflow + \$120,000/mo + \$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations)-	population-based pricing (1M-5M)	\$75,000 Implementation fee+ \$20,000 per Gov2Go workflow + \$50,000/mo + \$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations)	population-based pricing (<IM)	\$70,000 Implementation fee+ \$20,000 per Gov2Go workflow + \$45,000/mo + \$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations)	population-based pricing for municipalities (500k-1M)	\$65,000 Implementation fee+ \$20,000 per Gov2Go workflow + \$30,000/mo + \$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations)	population-based pricing for municipalities (250k-500k)	\$50,000 Implementation fee+ \$20,000 per Gov2Go workflow + \$25,000/mo + \$0.25 per appointment
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations)	population-based pricing for municipalities (<250k)	Up to \$10/transaction
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules+ Foundations+ local team)-	transaction-based pricing	Up to \$5.00 per transaction
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Single Module+ Foundations)	transaction-based pricing	
Tyler Technologies	Case Management Development Platform		
Case Management Development Platform, Foundation - Shared Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates + license Fees
Saas Case Management Development Platform Foundation	(Shared Environment) - 5 Concurrent Users (annual cost)	TF-CSFS-01	47,823.39
Saas Case Management Development Platform Foundation	(Shared Environment) 10 Concurrent Users (annual cost)	TF-CSFS-02	76,082.68
Saas Case Management Development Platform Foundation	(Shared Environment) 25 Concurrent Users (annual cost)	TF-CSFS-03	99,124.86
Saas Case Management Development Platform Foundation	(Shared Environment) 50 Concurrent Users (annual cost)	TF-CSFS-04	143,035.43
Saas Case Management Development Platform Foundation	(Shared Environment) 75 Concurrent Users (annual cost)	TF-CSFS-05	186,946.00
Saas Case Management Development Platform Foundation	(Shared Environment) 100 Concurrent Users (annual cost)	TF-CSFS-06	209,988.19
Saas Case Management Development Platform Foundation	(Shared Environment) 125 Concurrent Users (annual cost)	TF-CSFS-07	243,464.57
Saas Case Management Development Platform Foundation	(Shared Environment) 150 Concurrent Users (annual cost)	TF-CSFS-08	276,940.94
Saas Case Management Development Platform Foundation	(Shared Environment) 175 Concurrent Users (annual cost)	TF-CSFS-09	310,417.32
Saas Case Management Development Platform Foundation	(Shared Environment) 200 Concurrent Users (annual cost)	TF-CSFS-10	333,459.51
Case Management Development Platform Foundation with Access- Shared Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ license Fees
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 5 Concurrent Users (annual cost)	TF-CSACS-01	67,821.84
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 10 Concurrent Users (annual cost)	TF-CSACS-02	116,079.57
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 25 Concurrent Users (annual cost)	TF-CSACS-03	155,120.51
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 50 Concurrent Users (annual cost)	TF-CSACS-04	231,028.60
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 75 Concurrent Users (annual cost)	TF-CSACS-05	306,936.68
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 100 Concurrent Users (annual cost)	TF-CSACS-06	345,977.63
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 125 Concurrent Users (annual cost)	TF-CSACS-07	403,452.14
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 150 Concurrent Users (annual cost)	TF-CSACS-08	460,926.65
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 175 Concurrent Users (annual cost)	TF-CSACS-09	518,401.17
Saas Case Management Development Platform Foundation with Access	(Shared Environment) 200 Concurrent Users (annual cost)	TF-CSACS-10	557,442.11
Case Management Development Platform, Advanced - Shared Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

saas Case Management Development Platform Advanced	(Shared Environment) - S Concurrent Users (annual cost)	TF-CSAVS-01	93,907.32	Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
saas Case Management Development Platform Advanced	(Shared Environment) - 10 Concurrent Users (annual cost)	TF-CSAVS-02	166,424.56	
SaaS Case Management Development Platform Advanced	(Shared Environment) - 25 Concurrent Users (annual cost)	TF-CSAVS-03	225,100.06	
saas Case Management Development Platform Advanced	(Shared Environment) - SO Concurrent Users (annual cost)	TF-CSAVS-04	338,797.10	
SaaS Case Management Development Platform Advanced	(Shared Environment) - 75 Concurrent Users (annual cost)	TF-CSAVS-05	452,424.14	
saas Case Management Development Platform Advanced	(Shared Environment) - 100 Concurrent Users (annual cost)	TF-CSAVS-06	511,833.33	
SaaS Case Management Development Platform Advanced	(Shared Environment) - 125 Concurrent Users (annual cost)	TF-CSAVS-07	597,503.31	
saas Case Management Development Platform Advanced	(Shared Environment) - 150 Concurrent Users (annual cost)	TF-CSAVS-08	684,085.48	
SaaS Case Management Development Platform Advanced	(Shared Environment) - 175 Concurrent Users (annual cost)	TF-CSAVS-09	770,570.64	
saas Case Management Development Platform Advanced	(Shared Environment) - 200 Concurrent Users (annual cost)	TF-CSAVS-10	829,785.13	
Case Management Development Platform, Foundation - Dedicated Environment				
saas Case Management Development Platform Foundation	(Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSFD-01	63,039.93	Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
SaaS Case Management Development Platform Foundation	(Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSFD-02	91,299.22	
saas Case Management Development Platform Foundation	(Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSFD-03	114,341.39	
SaaS Case Management Development Platform Foundation	(Dedicated Environment) - SO Concurrent Users (annual cost)	TF-CSFD-04	158,251.97	
SaaS Case Management Development Platform Foundation	(Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSFD-05	202,162.54	
5aaS Case Management Development Platform Foundation	(Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSFD-06	225,204.72	
SaaS Case Management Development Platform Foundation	(Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSFD-07	258,681.10	
saas Case Management Development Platform Foundation	(Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSFD-08	292,157.48	
SaaS Case Management Development Platform Foundation	(Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSFD-09	325,633.86	
saas Case Management Development Platform Foundation	(Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSFD-10	348,676.04	
Case Management Development Platform Foundation with Access - Dedicated Environment				
saas Case Management Development Platform Foundation with Access	(Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSAC0-01	83,038.38	Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
SaaS Case Management Development Platform Foundation with Access	(Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSAC0-02	131,296.11	
saas Case Management Development Platform Foundation with Access	(Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSAC0-03	170,337.04	
SaaS Case Management Development Platform Foundation with Access	(Dedicated Environment) - SO Concurrent Users (annual cost)	TF-CSAC0-04	246,245.14	
SaaS Case Management Development Platform Foundation with Access	(Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSAC0-05	322,153.22	
saas Case Management Development Platform Foundation with Access	(Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSAC0-06	361,194.16	
saas Case Management Development Platform Foundation with Access	(Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSAC0-07	418,668.67	
SaaS Case Management Development Platform Foundation with Access	(Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSAC0-08	476,143.19	
saas Case Management Development Platform Foundation with Access	(Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSAC0-09	533,617.71	
5aaS Case Management Development Platform Foundation with Access	(Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSAC0-10	572,658.64	
Saas - Case Management Development Platform, Advanced Dedicated Environment				
saas Case Management Development Platform Advanced	(Dedicated Environment) - S Concurrent Users (annual cost)	TF-CSAVD-01	119,623.87	Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
SaaS Case Management Development Platform Advanced	(Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSAVD-02	192,141.10	
saas Case Management Development Platform Advanced	(Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSAVD-03	250,816.59	
SaaS Case Management Development Platform Advanced	(Dedicated Environment) - 50 Concurrent Users (annual cost)	TF-CSAVD-04	364,513.64	
saas Case Management Development Platform Advanced	(Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSAVD-05	478,140.68	
SaaS Case Management Development Platform Advanced	(Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSAVD-06	537,549.86	
saas Case Management Development Platform Advanced	(Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSAVD-07	623,219.84	
SaaS Case Management Development Platform Advanced	(Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSAVD-08	709,802.02	
SaaS Case Management Development Platform Advanced	(Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSAVD-09	796,287.18	
SaaS Case Management Development Platform Advanced	(Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSAVD-10	855,501.66	
Case Management Development Platform, Analytics - Shared Environment				
SaaS Case Management Development Platform Analytics	(Shared Environment) - S Named Users (annual cost)	TF-CSANS-01	6,500.00	Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
SaaS Case Management Development Platform Analytics	(Shared Environment) - 10 Named Users (annual cost)	TF-CSANS-02	13,000.00	
5aaS Case Management Development Platform Analytics	(Shared Environment) - 15 Named Users (annual cost)	TF-CSANS-03	16,250.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 20 Named Users (annual cost)	TF-CSANS-04	19,500.00	
5aaS Case Management Development Platform Analytics	(Shared Environment) - 25 Named Users (annual cost)	TF-CSANS-05	22,750.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 30 Named Users (annual cost)	TF-CSANS-06	26,000.00	
5aaS Case Management Development Platform Analytics	(Shared Environment) - 35 Named Users (annual cost)	TF-CSANS-07	29,250.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 40 Named Users (annual cost)	TF-CSANS-08	32,500.00	
saas Case Management Development Platform Analytics	(Shared Environment) - 45 Named Users (annual cost)	TF-CSANS-09	35,750.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - SO Named Users (annual cost)	TF-CSANS-10	39,000.00	
saas Case Management Development Platform Analytics	(Shared Environment) - 55 Named Users (annual cost)	TF-CSANS-11	42,250.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 60 Named Users (annual cost)	TF-CSANS-12	45,500.00	
saas Case Management Development Platform Analytics	(Shared Environment) - 65 Named Users (annual cost)	TF-CSANS-13	48,750.00	
saas Case Management Development Platform Analytics	(Shared Environment) - 70 Named Users (annual cost)	TF-CSANS-14	52,000.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 75 Named Users (annual cost)	TF-CSANS-15	55,250.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 80 Named Users (annual cost)	TF-CSANS-16	58,500.00	
saas Case Management Development Platform Analytics	(Shared Environment) - 85 Named Users (annual cost)	TF-CSANS-17	61,750.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 90 Named Users (annual cost)	TF-CSANS-18	65,000.00	
saas Case Management Development Platform Analytics	(Shared Environment) - 95 Named Users (annual cost)	TF-CSANS-19	68,250.00	
SaaS Case Management Development Platform Analytics	(Shared Environment) - 100 Named Users (annual cost)	TF-CSANS-20	71,500.00	

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
State Regulatory Suite - Dedicated Environment			
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 10 Named Users	MP-SSRSD-01		\$SI,546.40
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 15 Named Users	MP-SSRS0-02		\$77,181.49
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 20 Named Users	MP-SSRS0-03		\$84,913.45
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 25 Named Users	MP-SSRS0-04		\$92,645.41
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 30 Named Users	MP-SSRS0-05		\$100,377.37
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 35 Named Users	MP-SSRS0-06		\$108,109.33
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 40 Named Users	MP-SSRS0-07		\$115,841.29
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 45 Named Users	MP-SSRS0-08		\$123,573.25
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 50 Named Users	MP-SSRS0-09		\$131,305.21
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 55 Named Users	MP-SSRS0-10		\$146,809.96
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 60 Named Users	MP-SSRS0-11		\$154,541.92
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 65 Named Users	MP-SSRS0-12		\$162,273.88
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 70 Named Users	MP-SSRS0-13		\$170,005.84
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 75 Named Users	MP-SSRS0-14		\$177,737.80
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 80 Named Users	MP-SSRS0-15		\$184,181.10
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 85 Named Users	MP-SSRS0-16		\$190,624.40
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 90 Named Users	MP-SSRS0-17		\$197,067.70
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 95 Named Users	MP-SSRS0-18		\$203,510.99
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application)- 100 Named Users	MP-SSRS0-19		\$209,954.29
Regulatory Analytics - Dedicated Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
Regulatory Analytics (Dedicated Environment) - 10 Named Users	MP-SRA0-01		\$3,092.79
Regulatory Analytics (Dedicated Environment) - 15 Named Users	MP-SRA0-02		\$5,412.38
Regulatory Analytics (Dedicated Environment) - 20 Named Users	MP-SRA0-03		\$7,216.50
Regulatory Analytics (Dedicated Environment) - 25 Named Users	MP-SRA0-04		\$9,020.62
Regulatory Analytics (Dedicated Environment) - 30 Named Users	MP-SRA0-05		\$10,824.75
Regulatory Analytics (Dedicated Environment) - 35 Named Users	MP-SRA0-06		\$12,628.87
Regulatory Analytics (Dedicated Environment) - 40 Named Users	MP-SRAD-07		\$14,432.99
Regulatory Analytics (Dedicated Environment) - 45 Named Users	MP-SRA0-08		\$16,237.12
Regulatory Analytics (Dedicated Environment) - 50 Named Users	MP-SRA0-09		\$18,041.24
Regulatory Analytics (Dedicated Environment) - 55 Named Users	MP-SRA0-10		\$19,845.37
Regulatory Analytics (Dedicated Environment) - 60 Named Users	MP-SRAD-11		\$21,649.49
Regulatory Analytics (Dedicated Environment) - 65 Named Users	MP-SRA0-12		\$23,453.61
Regulatory Analytics (Dedicated Environment) - 70 Named Users	MP-SRAD-13		\$25,257.74
Regulatory Analytics (Dedicated Environment) - 75 Named Users	MP-SRA0-14		\$27,061.86
Regulatory Analytics (Dedicated Environment) - 80 Named Users	MP-SRAD-15		\$28,865.98
Regulatory Analytics (Dedicated Environment) - 85 Named Users	MP-SRA0-16		\$30,670.11
Regulatory Analytics (Dedicated Environment) - 90 Named Users	MP-SRAD-17		\$32,474.23
Regulatory Analytics (Dedicated Environment) - 95 Named Users	MP-SRA0-18		\$34,278.36
Regulatory Analytics (Dedicated Environment) - 100 Named Users	MP-SRAD-19		\$36,082.48
Regulatory Field Inspection - Dedicated Environment			Implementation Costs (Dependant on Requirements and Data Conversion) based on professional services rates+ License Fees
Regulatory Analytics (Dedicated Environment) - 10 Named Users	MP-SRFID-01		\$5,154.64
Regulatory Analytics (Dedicated Environment) - 15 Named Users	MP-SRFID-02		\$7,731.96
Regulatory Analytics (Dedicated Environment) - 20 Named Users	MP-SRFID-03		\$10,309.28
Regulatory Analytics (Dedicated Environment) - 25 Named Users	MP-SRFID-04		\$12,886.60
Regulatory Analytics (Dedicated Environment) - 30 Named Users	MP-SRFID-05		\$15,463.92
Regulatory Analytics (Dedicated Environment) - 35 Named Users	MP-SRFID-06		\$18,041.24
Regulatory Analytics (Dedicated Environment) - 40 Named Users	MP-SRFID-07		\$20,618.56
Regulatory Analytics (Dedicated Environment) - 45 Named Users	MP-SRFID-08		\$23,195.88
Regulatory Analytics (Dedicated Environment) - 50 Named Users	MP-SRFID-09		\$25,773.20
Regulatory Analytics (Dedicated Environment) - 55 Named Users	MP-SRFID-10		\$28,350.52
Regulatory Analytics (Dedicated Environment) - 60 Named Users	MP-SRFID-11		\$30,927.84
Regulatory Analytics (Dedicated Environment) - 65 Named Users	MP-SRFID-12		\$33,505.16
Regulatory Analytics (Dedicated Environment) - 70 Named Users	MP-SRFID-13		\$36,082.48
Regulatory Analytics (Dedicated Environment) - 75 Named Users	MP-SRFID-14		\$38,659.80
Regulatory Analytics (Dedicated Environment) - 80 Named Users	MP-SRFID-15		\$41,237.12
Regulatory Analytics (Dedicated Environment) - 85 Named Users	MP-SRFID-16		\$43,814.44
Regulatory Analytics (Dedicated Environment) - 90 Named Users	MP-SRFID-17		\$46,391.76
Regulatory Analytics (Dedicated Environment) - 95 Named Users	MP-SRFID-18		\$48,969.08
Regulatory Analytics (Dedicated Environment) - 100 Named Users	MP-SRFID-19		\$51,546.40
Case Management Development Platform and State Regulatory Suite Professional Services Hourly Rates			
Solution Specialist	TF-PSC-01		225.63
Data Specialist	TF-PSC-02		141.02
Project Lead	TF-PSC-03		141.02
Project Coordinator	TF-PSC-04		124.10

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

	Product Specialist II	TF-PSC-05	135.38
	ProductSpecialist I	TF-PSC-06	124.10
	Infrastructure Specialist II	TF-PSC-07	124.10
	Infrastructure Specialist I	TF-PSC-08	112.82
	Implementation Consultant III	TF-PSC-09	124.10
	Implementation Consultant II	TF-PSC-10	112.82
	Implementation Consultant I	TF-PSC-11	107.18
	Testing Specialist II	TF-PSC-12	112.82
	Testing Specialist I	TF-PSC-13	107.18
	Documentation Specialist	TF-PSC-14	107.18
	Case Management Development Platform Training Rates		
	Case Management Development Platform - User - 1 day at Tyler Facility	TF-CTRN-01	\$534.61
	Case Management Development Platform Administrator - 1 day at Tyler Facility	TF-CTRN-02	\$594.96
	Case Management Development Platform - 100 Level Core Training - 1 day at Tyler Training Facility	TF-CTRN-05	\$594.96
	Case Management Development Platform - 200 Level Core Training- 1 day at Tyler Training Facility	TF-CTRN-06	\$892.44
	Case Management Development Platform - 300 Level Core Training - 1 day at Tyler Training Facility	TF-CTRN-07	\$1,189.93
	Case Management Development Platform Train the Trainer Training- User - 1 day at Tyler Training Facility	TF-CTRN-03	\$538.63
	Case Management Development Platform Train the Trainer Training- Administrator - 1 day at Tyler Training Facility	TF-CTRN-04	\$599.42
Professional Services Rates			
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Applications Developer	\$105.41	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Backend Developer	\$145.32	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Business Analyst	\$106.79	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Data Analyst	\$252.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Database Manager	\$120.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Data Scientist	\$270.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: DevOps Engineer	\$112.30	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Front-end Developer	\$167.85	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Full Stack Developer	\$231.87	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Product Manager	\$216.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Program Manager	\$201.86	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Project Manager	\$131.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: QA/Tester	\$126.00	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Reporting Specialist	\$157.50	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Security/Systems Engineer	\$160.08	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer I	\$87.23	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer II	\$97.27	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer III	\$113.92	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer IV	\$141.39	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Technical Architect	\$194.53	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer I	\$96.26	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer II	\$120.33	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer III	\$157.43	
Value-add Product Pricing			
Tyler Technologies, NIC Division	NIC Payment Platform (ACH Processing)	\$1.00 per transaction (discounts available based on volume)	
		Up to \$1 per transaction+ 3% transaction value (discounts available based on volume)**	
Tyler Technologies, NIC Division	NIC Payment Platform (Credit & Debit Card Processing)	\$1.50 per transaction	
Tyler Technologies, NIC Division	NIC Payment Platform (Payouts)	Up to \$600 per device	
Tyler Technologies, NIC Division	NIC Payment Platform (Card Reader Devices)	Up to \$5.00 per transaction	
Tyler Technologies, NIC Division	NIC Payment Platform (Cash Payment Service)	Up to \$0.50 per transaction	
Tyler Technologies, NIC Division	NIC Payment Platform (Gateway only)		
	*Additional user fees may apply based on the incorporation of 3rd party software integrations for notifications, identity verification, etc		
	**This rate assumes a blend of commercial and consumer card types. Additional fees may apply if the application serves only commercial entities.		
IDEMIA	IDEMIA Identity Document Capture & Verification	user-based pricing (>3.5M)	\$2.00/per user (\$3,000,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification	user-based pricing (1M-3.5M)	\$2.50/per user (\$2,500,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification	user-based pricing (500k-1M)	\$2.90/per user (\$1,450,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification	user-based pricing (100k-500k)	\$3.20/per user (\$800,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification	user-based pricing (<100k)	\$3.50/per user (\$250,000 minimum)
LexisNexis	LexisNexis Risk Solutions: InstantID Q&A		\$1.30
LexisNexis	LexisNexis Risk Solutions: FlexID		\$0.25
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License		\$0.28
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Verification Summary Flags		\$0.35
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License & Verification Summary Flags		\$0.38
LexisNexis	LexisNexis Risk Solutions: FlexID w/ SSN Return		\$0.45
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License & SSN Return		\$0.48
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Verification Summary Flags & SSN Return		\$0.55
LexisNexis	LexisNexis Risk Solutions: FlexID w/ Driver License & Verification Summary Flags & SSN Return		\$0.58
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer		\$0.75
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer w/ FraudPoint Score		\$1.50
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer w/ Red flags Rule Report		\$1.00
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer w/ FraudPoint Score with Red Flags Rule		\$1.75
LexisNexis	LexisNexis Risk Solutions: InstantID Consumer Add-On: Digital Insights		\$0.05

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

LexisNexis	LexisNexis Risk Solutions: InstantID Business	\$2.00
LexisNexis	LexisNexis Risk Solutions: InstantID Business Compliance	\$2.50
LexisNexis	LexisNexis Risk Solutions: InstantID Business Additional Consumer Verification Index	\$0.75
LexisNexis	LexisNexis Risk Solutions: Instant Verify	\$0.35
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix: Login	\$0.07
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix: Account Opening	\$0.55
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix Add On: Behavioral Biometrics Logins	\$0.02
LexisNexis	LexisNexis Risk Solutions: ThreatMetrix Add On: Behavioral Biometrics New Account Opening	\$0.11
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score	\$0.55
LexisNexis	LexisNexis Risk Solutions: FraudPoint Attributes	\$0.60
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score & Attributes	\$0.62
LexisNexis	LexisNexis Risk Solutions: FraudPoint Bureau Fraud Flags	\$0.15
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score & Attributes w/ Red Flags Rule Report	\$0.92
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score with Digital Insights Score	\$0.60
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score, Digital Insights Score plus both attributes	\$0.68
LexisNexis	LexisNexis Risk Solutions: FraudPoint Attributes and Digital Insights Only	\$0.65
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score	\$0.55
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score with FDN	\$0.60
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score and attributes	\$0.62
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score with FDN and attributes	\$0.67
LexisNexis	LexisNexis Risk Solutions: FraudPoint Score, Custom digital insight score plus both attributes	\$0.68
LexisNexis	LexisNexis Risk Solutions: FraudPoint Custom Score, Custom Digital Insights Score	\$0.60
LexisNexis	LexisNexis Risk Solutions: Email Risk Assessment	\$0.15
LexisNexis	LexisNexis Risk Solutions: Emailage	\$0.14
LexisNexis	LexisNexis Risk Solutions: One Time Password	\$0.10
LexisNexis	LexisNexis Risk Solutions: Phone Finder Basic	\$0.50
LexisNexis	LexisNexis Risk Solutions: Phone Finder Premium	\$0.60
LexisNexis	LexisNexis Risk Solutions: Phone Finder Ultimate	\$0.65
LexisNexis	LexisNexis Risk Solutions: Line Risk Assessment	\$0.15
LexisNexis	LexisNexis Risk Solutions: Order Score and/or Attributes	\$0.13
LexisNexis	LexisNexis Risk Solutions: Behavioral Assessment	\$0.32
LexisNexis	LexisNexis Risk Solutions: TrueIDWeb Service Barcode Scan	\$0.17
LexisNexis	LexisNexis Risk Solutions: TrueIDWeb Service FormFill	\$0.62
LexisNexis	LexisNexis Risk Solutions: TrueID Web Service: Document Authentication	\$1.04
LexisNexis	LexisNexis Risk Solutions: TrueID Web Service: Portrait Match	\$0.20
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 250,000	\$225,000/yr + \$0.90 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed \$00,000	\$395,000/yr + \$0.79 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 1,000,000	\$730,000/yr + \$0.73 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 1,500,000	\$1,035,000/yr + \$0.69 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 2,000,000	\$1,320,000/yr + \$0.66 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 2,500,000	\$1,550,000/yr + \$0.62 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 3,000,000	\$1,770,000/yr + \$0.59 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 3,500,000	\$1,960,000/yr + \$0.56 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 4,000,000	\$2,120,000/yr + \$0.53 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 4,500,000	\$2,295,000/yr + \$0.51 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 5,000,000	\$2,450,000/yr + \$0.49 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 5,500,000	\$2,640,000/yr + \$0.48 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 6,000,000	\$2,820,000/yr + \$0.47 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 6,500,000	\$2,990,000/yr + \$0.46 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 7,000,000	\$3,150,000/yr + \$0.45 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 7,500,000	\$3,300,000/yr + \$0.44 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 8,000,000	\$3,440,000/yr + \$0.43 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 8,500,000	\$3,570,000/yr + \$0.42 per
LexisNexis	LexisNexis Intelligence Network: Identity: Volume not to exceed 9,000,000	\$3,690,000/yr + \$0.41 per
CHAMP Titles	Digital Title & Registration System (DTRS) - Platform with Blockchain-based full back-end integration	Integration fee (to be paid by integrating service providers) scaled based on population - Fee TBD
CHAMP Titles	OTRS Individual Module Integration (modules include: digital title, registration, salvage submission, ELT)	Integration fee (to be paid by integrating service providers) scaled based on population - Fee TBD
CHAMP Titles	DTRS Individual Module Integration (modules include: digital title, registration, salvage submission, ELT)	Transaction Fees to be paid by system users - up to \$25 per transaction



END USER LICENSE AGREEMENT NASPO COMMERCIAL TERMS

End User License Agreement

Commercial License Terms - NIC Technology

1. Services.

- a. Software Service. Tyler Technologies, Inc., its subsidiary NIC, Inc., or any of their affiliates (together "NIC") will provide government ("Client") with remote electronic access to the Software Service specified on Exhibit A during the term of the agreement between Client and NIC (together with these Commercial License Terms, the "agreement") for internal business purposes, subject to Client's compliance with the agreement. The Software Service will be provided using NIC's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information ("NIC Technology").
- b. Acceptance. Acceptance of the Software Service shall be deemed to occur when the Software Service is placed in live productive use for Client.
- c. Support and Maintenance. NIC will provide email and/or telephone support during normal business hours and will also provide a 24x7 monitored outreach mechanism to report Severity 1 Incidents. NIC will resolve any error in the Software Service reported by Client or otherwise known to NIC in accordance with the following priority level to such error:

(1) Severity 1 Incident. In the event the Software Service is rendered unavailable or if the delivery of expected critical functionality thereof has failed (such as a comprehensive outage or consistent transaction failures), NIC shall use commercially reasonable efforts to resolve the issue within one hour 80% of the time, measured annually, after receiving Client notification of such an event. NIC shall provide Client with periodic reports (no less frequently than once every 30 minutes) on the status of the error and resolution.

(2) Severity 2 Incident. In the event the Software Service or the delivery of expected critical functionality thereof is available but has substantially degraded in performance (such as intermittent availability or irregular transactions issues), NIC shall use commercially reasonable efforts to resolve the issue within six hours 80% of the time, measured annually, after receiving Client notification of such an event. NIC shall provide Client with periodic reports (no less frequently than once every 60 minutes) on the status of the error and resolution.

(3) Severity 3 Incident. In the event the delivery of expected non-critical Software Service functionality has degraded in performance without material impact on Client outcomes, NIC shall use commercially reasonable efforts to resolve the error within five business days of receiving Client notification of such error. NIC shall provide Client with periodic reports (no less frequently than once each day) on the status of the error and resolution.

- d. Support Exclusions. NIC is not obligated to provide support to the extent the need for support was created in whole or in part by:

- (a) the negligence or willful misconduct of Client, or any unauthorized use or modifications of the Software Service or its operating environment;
- (b) any failure or defect of Client's or a third party's equipment, software, facilities, third party applications, or internet connectivity (or other causes outside of NIC's or its subcontractor's or services provider's control);
- (c) Client's use of the Software Service other than in accordance with this agreement; or
- (d) an Excusable Delay as that term is defined in FAR Section 52.249-14.

- e. Updates. NIC will provide updates (e.g., bug fixes, vulnerability mitigation, data integrity issues, minor regulatory compliance and other minor enhancements and versions) to the Software Service that NIC makes available to all customers from time to time at no additional cost.

2. Permitted Uses, Restrictions, and Ownership.

- a. Client is solely responsible for (i) providing and maintaining the hardware and software necessary to remotely access and use the Software Service; (ii) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the Software Service from Client's network or hardware; (iii) identifying and preventing any unauthorized access to, use of, or disclosure of the Software Service or any content on the Software Service by advising NIC promptly, but in no event more than two business days after Client learns of such access, use or disclosure.
- b. Client shall not (and shall not permit others to) (i) modify or interfere with the Software Service or the NIC Technology; (ii) reverse engineer, decompile, or attempt to discover the source code of the Software Service, or the NIC Technology; or (iii) resell or otherwise use the Software Service for any purpose other than its own internal business purposes.
- c. As between the parties, NIC alone (and its licensors, where applicable) own all right, title, and interest, in and to the Software Service, NIC Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Software Service. Client will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under the agreement. All rights in the NIC Technology not expressly granted to Client are reserved by NIC and its licensors.
- d. NIC acknowledges that as between the parties, Client controls the means and uses of data put into the Software Service by Client or an end user ("Client Data"); *provided, however,* that Client grants NIC the right to use any and all Client Data: (i) to perform its obligations described in the agreement, (ii) for back-up or testing purposes, and (iii) to the extent permitted by applicable law, in blinded, de-identified or aggregated form for the purpose of data

analysis, compilation, interpretation, study, reporting, publishing, improvement of the Software Service, and product and service development.

- e. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Software Service, and for its end users' use of the Software Service. Client is responsible for all activities conducted under its login credentials. NIC has the right at any time to terminate or suspend access to any user if NIC reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software Service, any Client Data, NIC, or NIC's other customers.
 - f. When NIC is providing the Software Service and related services as a Payment Facilitator, Client will enter into a submerchant agreement with sponsor bank, payment processor and NIC, as required by credit card rules.
- 3. Disclaimers. Except as otherwise provided in the agreement, NIC provides all services to Client without warranties, express or implied.** Client acknowledges that the payment and data processing activities will require transmission of Client Data over the Internet, and that the Internet consists of multiple participating networks that are not subject to the control of NIC. Client therefore understands and agrees that to the extent such networks are not subject to NIC's control, NIC cannot and does not guarantee the privacy, security or authenticity of any information transmitted over the Internet, due to the nature of the Internet.
- 4. Limitation of Liability.** IN NO EVENT SHALL NIC'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT EXCEED (A) WITH RESPECT TO BREACH OF SECURITY OF CLIENT DATA, TWO TIMES NET REVENUES RECEIVED BY NIC ASSOCIATED WITH THE AGREEMENT IN THE PREVIOUS 12-MONTH PERIOD, OR (B) WITH RESPECT TO OTHER CLAIMS, NET REVENUES RECEIVED BY NIC ASSOCIATED WITH THE AGREEMENT IN THE PREVIOUS 12-MONTH PERIOD. "NET REVENUES" MEANS TOTAL REVENUES LESS MERCHANT AND INTERCHANGE FEES. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NIC SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DEFECT IN OR FAILURE CAUSED BY CLIENT

OR ITS OTHER CONTRACTORS, OR OF THE TELECOMMUNICATIONS NETWORK CONNECTING CLIENT, END USERS OR THEIR SYSTEMS OR EQUIPMENT TO THE SOFTWARE SERVICE.

- 5. Government Restricted Rights.** The Software Service and any accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Software Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Any use modification, reproduction, release, performance, display, or disclosure of the Software Service by any government shall be governed solely by the terms of these Commercial License Terms and shall be prohibited except to the extent expressly permitted herein. Client shall not use the Software Service to provide services to any public sector, government or end user where such would affect NIC's rights in the Software Service or require any affirmative action to be taken by NIC due to governmental mandates or flow down regulation.
- 6. Miscellaneous.** If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in these Commercial License Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. The parties can amend this agreement only by a written agreement of the parties that identifies itself as an amendment to this agreement. The agreement, together with these Commercial License Terms, comprises the entire agreement between Client and NIC regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. The following Sections shall survive any expiration or termination of these Commercial License Terms: Section 2 subparts (b)-(e) "Permitted Uses, Restrictions, and Ownership", Section 3 "Disclaimers", Section 4 "Limitation of Liability" and Section 6 "Miscellaneous."

Exhibit A**Software Service**

Service Offering	Description
NIC Enterprise Foundation Platform	Provides a citizen-centric, unified platform for citizens and businesses to engage with their federal, state and local governments
NIC Web application	This is the web-based, mobile or Integrated Voice Response (IVR) system that allows a user to identify who they are and what services they need to purchase or pay for with the government.
NIC Common Checkout Pages (CCP)	This is a web-based module that is described by the Payment Card Industries (PCI) Security Standards Council as a Third-Party Payment Page that is rigorously tested on a prescribed basis for security controls related to the protection of cardholder data when processing an electronic payment.
NIC Payment Platform Gateway (NIC TPE® Payment Engine)	This is the primary engine responsible for all aspects of transacting, reconciling, and reporting for an electronic payment transaction.
NIC Gov2Go® Platform	This is a native mobile and web platform that can learn about an end user's government interactions, tracks those interactions, notifies them about an upcoming deadline or payment, and provides for one-click payments to complete the transaction.
NIC OnTheGo® Pay	This platform enables government field personnel the ability to capture payments made with Payment Cards via a mobile application that works with encrypted swipers on agency-provided mobile devices. OTG is available for iOS and Android devices and interfaces with the core solution to allow for gateway processing, transaction management, and financial reporting.
NIC Prompt Pay	An invoicing solution that enables the government to send electronic payment invoices by SMS text or email with the ability to pay for the service online.
NIC AccessGov®	A low-code self-service platform for rapidly building and providing forms-based services and content portals
NIC TeleGov	This is a flexible appointment scheduling platform and virtual engagement tool that includes front-end and back-office features such as customizable self-service forms, automatic reminders, payment processing, centralized appointment management, support for digital document upload, and video conferencing.
NIC MicroServices Platform (MSP)	An API-based platform that includes a library of independent "building block" microservices available for deployment across solutions and the NIC Enterprise Foundation Platform.
NIC Regulatory Licensing and Permitting	A module that automates the licensing and permitting lifecycle through self-service for the licensees and is supported by comprehensive back-office modules for approving, renewing, maintaining, inspecting and enforcing licenses. These modules are configurable, scalable, cloud hosted solutions supporting multi-agency, multi-license or individual agency/boards and the range of license types within regulatory agencies. The configurability of our platform allows alignment with a wide range of regulatory entities regardless of size, budget, or complexity.

Custom Module as agreed by the Parties	Any custom developed solutions for the NIC Enterprise Foundation Platform or any of its underlying modules (Gov2Go, OnTheGo, AccessGov, TeleGov, etc.)
Case Management Development Platform	A low-code application development platform purpose built for case management for the public sector. All data elements required by stakeholders can be customized in the platform along with the main types of cases and projects to be handled in addition to basic reporting capabilities, document/file retention and help, as well as an inspections module. Regulated by permissions, constituents may: initiate processes on their own, electronically file records, request information, submit related documents, respond to inquiries and check the status of their records.



SOCRATA SOFTWARE AS A SERVICE LICENSE AGREEMENT



SOCRATA SOFTWARE AS A SERVICE LICENSE AGREEMENT

This Software as a Service License Agreement, (including the NASPO ValuePoint Master Agreement for those Purchasing Entities purchasing the Socrata SaaS Solutions under such vehicle), is the entire agreement between the Customer and Tyler relating to the Socrata propriety software products procured, and it governs the Customer's use as an end user of the Socrata proprietary software products.

Customer agrees to be bound by these terms and conditions in this SOCRATA SOFTWARE AS A SERVICE LICENSE AGREEMENT ("Socrata Agreement") which governs the use and license rights associated with the Socrata products, applications and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Customer desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the NASPO ValuePoint Master Agreement (as applicable); and

WHEREAS, Customer desires to acquire from Tyler and Tyler wishes to grant to Customer a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

SECTION A- DEFINITIONS

- **"Active Account"** means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
- **"Agreement"** means this Software as a Service License Agreement.
- **"API"** means application-programming interface.
- **"API Calls"** means a request made against a SaaS Service.
- **"Authorized Reseller"** means an entity with whom Tyler has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "Authorized Reseller" shall not imply any legal or statutory partnership concepts.
- **"Benchmark Jurisdiction"** is used with the Tyler Recovery Insights solution and means a community within the United States whose proximity, population or other characteristic make it useful for comparison for the Customer or End User.
- **"Customer"** means the state, or local government, an agency, or entity of the state, or local government, that is identified in the Purchase Order or ordering document issued off the NASPO ValuePoint Master Agreement.

- **"Customer Data"** means data, datasets, files, information, content, and links uploaded or provided by Customer through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means the physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for Customer Data.
- **"Documentation"** means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.
- **"Effective Date"** means the date Start Date identified in the Order Form or Purchase Order. If a Customer is a US Government Customer, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the SaaS Services and/or any Professional Services.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, hurricanes, earthquakes, epidemics, strikes or other labor disputes, governmental action, changes in laws, acts of war, terrorism or other riot or civil commotion, fire, natural disaster, shelter-in-place or similar orders, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Guest User"** means a user that is outside of the organization invited by a User to collaborate on the Customer's site.
- **"Order Form" or "Purchase Order"** means an ordering document, that references the attached Quote or Investment Summary, specifying the SaaS Solutions or Professional Services to be provided hereunder that is entered into between Customer and Tyler or Customer and Authorized Reseller, including any addenda and supplements thereto.
- **"Quote" or "Investment Summary"** means an estimate provided by Tyler for the SaaS Services or Professional Services as further defined in the Order Form or Purchase Order.
- **"SaaS Services"** means the Socrata off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. SaaS Services do not include support of an operating system or hardware, support outside of Tyler's normal business hours, or training, consulting, or other professional services.
- **"Site"** means single domain or instance of the Socrata Open Data or Socrata Connected Government Cloud Site and the number of Sites permitted is defined in the Quote or Order Form.
- **"SLA"** means the service level agreement described in Section C of this Agreement.
- **"Support Policy"** means the Customer support policy applicable to you for the SaaS Services pursuant to this Agreement. The most recent Support Policy is available online Socrata Support site at <https://support.socrata.com/>. The Support Policy may be updated from time to time and.
- **"Statement of Work"** means the agreed upon scope of services and industry standard implementation plan describing how other services will be provided, the roles and responsibilities of the Customer in connection to the implementation. If applicable, the Statement of Work will be included with the Order Form.
- **"Third-Party Data"** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.
- **"Third-Party Data Purpose"** means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Customer.

- **"Third-Party Services"** means if any, third-party web-based services, including but not limited to third party stock photos and third-party map location services which may be provided at no additional charge to you through this Agreement.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Updates"** means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Customer that Tyler generally makes available free of charge to licensees of the solutions.
- **"User" and "Monthly Active User"** (used interchangeably) means any Active Account added to the Customer's Site that is not a Guest User.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Customer.

SECTION B - SAAS SERVICES

1. Rights Granted. As of the Effective Date, Tyler grants to Customer the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis. The SaaS Services will be made available to Customer according to the terms of the SLA. Customer may use the SaaS Services to access updates and enhancements to the SaaS Services, as described in Section C(S.1). Unless otherwise, terminated Customer's right to access or use the SaaS Services will terminate at the end of the subscription period defined in the Order Form.
2. Usage Limits. During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Order Form. If Customer exceeds a contractual usage limits, Tyler may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, Customer is unable or unwilling to abide by a contractual usage limit, or if Customer wishes to add additional Users, Data Storage, it will require a written contract amendment, modification, or Customer will execute an Order Form for additional quantities of the applicable SaaS Services.
3. Ownership.
 - 3.1 This Agreement does not provide Customer with title or ownership of the SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Agreement are the proprietary property of Tyler and its licensors. All right, title, and interest in and to such items, and if applicable anything developed by Tyler under this Agreement, including all associated intellectual property rights, remain only with Tyler. Customer may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Tyler reserves all rights unless otherwise expressly granted in this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
 - 3.2 When Customer uploads or provides Customer Data to the Socrata SaaS platform, Customer grants to Tyler a perpetual non-exclusive, worldwide, royalty-free, license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Customer Data as needed in response to a User's use of the SaaS Services and as needed for the purpose of providing analytics to a User.
 - 3.3 The SaaS Services may provide Customer with functionality to make all or part of Customer Data available to the general public through one or more public facing websites. If applicable, Customer determines which Customer Data is shared publicly, and Customer is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of

Customer Data, and the enforcement thereof. Once a User or Guest User makes Customer Data publicly available using the Saas Services, Tyler has no control over a Public User's use, distribution, or misuse of Customer Data. Tyler has no liability or obligation to indemnify for such usage. Users and Guest Users have the ability within the Saas Services to remove the public permissions applied to Customer Data.

- 3.4 Tyler reserves the right to develop derivative data assets based on Client Data Client makes publicly available. Tyler may use, disclose, sell, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
- 3.5 Tyler may develop derivative data assets and insights based on aggregated, anonymized views of Customer's non-public data for the purposes of improvement and enhancement of the Saas Services, aggregated statistical analysis, technical support and other internal business purposes.
- 3.6 Tyler may access Customer's non-public data for the purposes of providing maintenance and support.
- 3.7 The Documentation is licensed to you and may be used and copied by Customer's employees for internal, non-commercial reference purposes only.
- 3.8 Customer retains all ownership and intellectual property rights to the Customer Data. Customer expressly recognizes that except to the extent necessary to carry out Tyler's obligations contained in this Agreement, Tyler does not create or endorse any Data used in connection with the Saas Services. During the term of the Agreement, Customer may export Customer Data as allowed by the functionality within the Saas Services.
- 3.9 If Customer provides feedback, information, and/or suggestions about the Saas Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Customer.

4. Restrictions.

- 4.1 You may not: (a) except as explicitly provided for herein, make the Saas Services available in any manner in a separate Instances of the Customer's Site, or make the Documentation resulting from the Saas Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Saas Services; (c) access or use the Saas Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Saas Services or Documentation available to any third party other than as expressly permitted by this Agreement; (e) use the Saas Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Saas Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Saas Services or its related systems or networks. Provided however, nothing in this section shall restrict the Customer from accepting data from third party agencies, or providing User accounts to third party agencies, provided that the third party agency complies with all aspects of this Agreement.
- 4.2 Customer acknowledges and understands that the Socrata Saas Services are not designed to serve as

the system of record and shall not be used in a manner where the interruption of the Saas Services could cause personal injury (including death) or property damage. The Saas Services are not designed to process or store data protected under the Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services (CJIS), or other sensitive data, and by using the Saas Services, Customer acknowledges and agrees that Customer is using the Saas Services at Customer's own risk and that Customer is solely responsible for use of data with the Saas Services in any manner that is contrary to the uses for which the Saas Services are designed and offered for use in this Agreement. If Customer intends on use the Saas Services to store or transmit Protected Health Information (PHI), then the Customer shall notify Tyler and the parties will enter into a mutually agreeable Business Associate Agreement.

5. Access and Usage by Internal Customer Users and Contractors. Customer may allow Customer's internal users and third party contractors to access the Saas Services and any technical or policy controls, in compliance with the terms of this Agreement, which access must be for Customer's sole benefit. Customer is responsible for the compliance with this Agreement by Customer's internal users and contractors.
6. Customer's Responsibilities. Customer (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the Saas Services only in accordance with this Agreement and the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Saas Services, Customer Data, and instructions to Tyler regarding the same.
7. Socrata Products Customer Support. Tyler will provide Customer support for the Saas Service at the level indicated in the product description in the Order Form under the terms of Socrata Products Customer Support Policy which is located at <https://support.socrata.com/>; Tyler will report scheduled maintenance windows, outages or other events affecting Customer on the Socrata products support site.
8. Customer Data Backup. Customer is providing Tyler a copy of Customer Data. Any laws and regulations governing Customer for retention of Customer Data remains Customer's responsibility. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER DATA unless otherwise specifically agreed to in writing between Tyler and Client.
9. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the Saas Services under the terms of this Agreement. Subject to the other terms of this Agreement, Tyler grants Customer a non-exclusive, nontransferable, terminable license to interact only with the Saas Services as allowed by the current APIs.
 - 9.1 Customer may not use the APIs in a manner--as reasonably determined by Tyler--that constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend Customer's access to the APIs on a temporary basis and provide notice to the Customer of the suspension. Tyler will restore the Customer's access upon the Customer's curing of such misuse. If the Customer does not cure such misuse within thirty {30} days of receiving written notice from Tyler, Tyler may terminate the Customer's access to the APL
 - 9.2 Tyler may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.
 - 9.3 The APIs may be used to connect the Saas Services to certain hosted or on premise software

applications not provided by Tyler ("Non-Tyler Applications"). Customer is solely responsible for development, license, access to and support of Non-Tyler Applications, and Customer's obligations under this Agreement are not contingent on access to or availability of any Non-Tyler Application.

- 9.4 Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Customer's limited right to use the SaaS Services for its internal business purposes.

10. Data Security Measures. In order to protect Customer's Confidential Information, Tyler will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Customer acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Section 8(4.2) above.
11. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, Tyler will alert Customer of any such data breach in accordance with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

SECTION C - PROFESSIONAL SERVICES OR OTHER SERVICES

1. Professional Services or Other Services. If applicable, Tyler will provide Customer the various implementation-related services itemized in the Order Form and described in the Statement of Work/our industry standard implementation plan. If Tyler is performing the Professional Services, Tyler will finalize the SOW, Quote or other implementation plan with the Customer before Professional Services commence. For U.S. Government Licensees, all professional services fees shall be in accordance with the terms of the MAS contract. Unless otherwise agreed, during a Professional Services engagement Tyler or Authorized Reseller will submit monthly invoices to Customer for Professional Services furnished. All Professional Services invoices are payable within thirty (30) days after invoice date.
2. Professional Services and Other Services Warranty. Tyler will perform the implementation-related services in a professional manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Customer.
3. Site Access and Requirements. At no cost to Tyler, Customer agrees to provide Tyler with full and free access to Customer's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Customer and Tyler.

4. Customer Assistance. Customer acknowledges that the implementation of the SaaS Services is a cooperative process requiring the time and resources of Customer's personnel. Customer agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in the SOW or Order Form. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Customer's personnel to provide such cooperation and assistance (either through action or omission).

5. Service Level Agreement (SLA) & Warranty.

- 5.1 Service Warranty. Tyler warrants to Customer that the functionality or features of the SaaS Services will substantially perform as communicated to Customer in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at <https://support.socrata.com>. Tyler will post Product Release Notes to the support site, which include a summary of recently released features and features planned for release within 30 days. The Customer may subscribe to Product Release Notes located at <https://support.socrata.com/he/en-us/sections/203977877-Check-out-the-Latest> for email delivery of Product Updates.

- 5.2 Uptime Service Level Warranty. Tyler will use commercially reasonable efforts to maintain the online availability of the SaaS Services for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond Tyler's reasonable control, and outages that result from any issues caused by you, Customer's technology or Customer's suppliers or contractors, SaaS Services not in the production environment, Customer is in breach of this Agreement, or Customer has not pre-paid SaaS Fees for the Software as a Service in the month in which the failure occurred). This Uptime Service Level Warranty does not apply to any custom development provided to the Client.

Availability SLA

Credit

99.9%

3% of monthly fee for each full hour of an outage that adversely impacted Customer's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

5.3 Limited Remedy. Customer's exclusive remedy and Tyler's sole obligation for Tyler's failure to meet the warranty under Section C(5.2) is the provision by Tyler of the credit for the applicable month, as provided in the chart above (if this Agreement is not renewed then a refund in the amount of the credit owed); provided that Customer notifies Tyler of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D -THIRD-PARTY SERVICES and THIRD-PARTY DATA

1. Third-Party Services. Customer may be provided with access and usage of Third-Party Services through use of the Saas Services. Customer must agree to such Third-Party Service contracts if Customer chooses to use those Third-Party Services.
2. Disclaimer. Customer acknowledges that Tyler is not the provider of any Third-Party Services. Tyler does not warrant or guarantee the performance of the Third-Party Services.
3. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose.
4. Restrictions for Third-Party Data.
 - a. Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data; (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Customer.
 - b. Customer shall not publicly publish the dashboards that contain the Third-Party Data, but Customer may publicly publish visualizations from the aggregate summary data.
 - c. Customer shall not remove any copyright or other proprietary notice or legend contained or included in Third-Party Data.
 - d. Customer expressly permits Tyler to share with the Third-Party Data providers Customer's name, subscription term dates, applicable costs and fees for the Third-Party Data SKU(s) that Customer subscribes to.
 - e. Upon termination of the Agreement, or of a subscription that contains Third-Party Data, Customer shall remove and destroy all copies of Third-Party Data.
 - f. If any Third-Party Data is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing the Agreement; Customer will give Tyler prompt notice and otherwise perform the functions required by applicable law.
 - g. Customer shall not use the Third-Party Data to attempt to identify behavior of a known individual for any reason.
 - h. Customer acknowledges and agrees that if the Third-Party Data includes SafeGraph data, up to .05% of the data will be salted data or seeds used to fingerprint the data provided to Customer.
5. Updates. Tyler may in its sole discretion provide Updates to the Third-Party Data or replace with functionally equivalent.

6. **Third-Party Data Warranty.** **TYLER DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, OR CURENTNESS OF THE THIRD-PARTY DATA OR THAT THE FUNCTIONS PERFORMED BY THE THIRD-PARTY DATA WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE THIRD-PARTY DATA WILL BE ERROR FREE, OR THAT ALL THIRD-PARTY DATA DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, THE THIRD-PARTY DATA IS PROVIDED "AS IS".**

SECTION E - SAAS FEES, INVOICING AND PAYMENT; INVOICE DISPUTES

1. **Saas Fees.** Unless, Customer procures the Saas Services or Professional Services through an Authorized Reseller, Customer agrees to pay Tyler the Saas Fees. Customer's Saas Fees are provided for in the Order Form and are invoiced on an annual basis, beginning on the commencement of the Saas Subscription as set forth in the Order Form.
2. **Invoicing and Payment.** Tyler or Authorized Reseller will invoice Customer the Saas Fees at the commencement of the initial subscription term. Fees for other professional services are invoiced monthly as incurred, or as agreed to in the Order Form. Unless otherwise specified in the Order Form, the currency is US Dollars and payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Unless expressly set forth in the Order Form, fees are exclusive of taxes and third-party reseller fees. In the case of Customer purchasing directly from Tyler, Tyler's electronic payment information is provided in the invoice sent to Customer and any billing inquiries by Customer should be directed Tyler's Accounts Receivable Department at 1-800-772-2260 (press 2) or email: AR@tylertech.com.

In the event the Customer procures the Saas Services or Professional Services through an Authorized Reseller, such arrangement will be addressed at the individual delivery order level, subject to the terms and conditions of the contract the Customer is using. For U.S Government Customers purchasing the Saas Services off of the Multiple Award Schedule (MAS), all Saas Fees shall be paid in accordance with the terms of the MAS contract and any delivery orders issued thereunder.

Except for U.S. Government Customers, Tyler reserves the right to suspend access to the Saas Services if Customer fails to pay the Saas Fees in accordance with this Agreement. Tyler may also terminate this Agreement if Customer does cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.

3. **Invoice Disputes.** If Customer believes any delivered item does not conform to the warranties in this Agreement, Customer will provide Tyler with written notice within thirty (30) days of Customer's receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Customer contends are in dispute so that Tyler can confirm the issue and respond to Customer's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in Customer's notice. Tyler will work with Customer as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in Customer's notice. Customer may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Customer's failure to complete the items agreed to be done by you, then Customer will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all Saas Services, including maintenance and support services, if Customer fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so. For U.S. Government Customers, any disputed invoice notifications shall be in accordance with the Prompt Payment Act.

SECTION F -TERMINATION, and SUSPENSION OF Saas SERVICES

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, Customer will pay Tyler or Authorized Reseller for all undisputed fees and expenses related to the Saas Services, products, and/or other services Customer has received, or Tyler has incurred or delivered, prior to the effective date of termination. Termination shall not entitle Customer to a refund of any amounts paid under this Agreement, except as otherwise specified herein. Disputed fees and expenses in all terminations other than Customer's termination for cause must have been submitted as invoice disputes in accordance with Section E(3).
 - 1.1 Failure to Pay Saas Fees. Except for U.S. Government Customers, Customer acknowledges that continued access to the Saas Services is contingent upon Customer's timely payment of Saas Fees. If Customer fails to timely pay the Saas Fees, Tyler may discontinue Customer's access to the Saas Services. Tyler may also terminate this Agreement if Customer does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.
 - 1.2 For Cause. If either Party believes the other Party has materially breached this Agreement, that Party will invoke the Dispute Resolution clause set forth in Section H(4). Party alleging the breach may terminate this Agreement for cause in the event the other Party does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(4).
 - 1.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the Saas Services for a period of forty-five (45) days or more.
 - 1.4 Lack of Appropriations. If Customer should not appropriate or otherwise make available funds sufficient to utilize the Saas Services, Customer may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Customer will not be entitled to a refund or offset of previously paid, but unused Saas Fees. Customer agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 1.5 Fees for Termination without Cause during Initial Term. If Customer terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, then Customer shall provide 30 days written notice. Termination shall not entitle Customer to a refund of any amounts paid under this Agreement and if Customer terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Tyler terminates this Agreement during the initial term for Customer's failure to pay Saas Fees, Customer is responsible for 100% of the Saas Fees through the date of termination, and unless the Customer is a U.S. Government Customer, Customer shall pay Tyler the following early termination fees:
 - a. if Customer terminates during the first year of the initial term, Customer is responsible for 100% of the Saas Fees through the date of termination, plus 75% of the Saas Fees then due for the remainder of the subscription term defined in the Order Form;
 - b. if Customer terminates during the second year of the initial term, 100% of the Saas Fees through the date of termination plus 50% of the Saas Fees then due for the remainder of the subscription term defined in the Order Form; and
 - c. if Customer terminates during the third year of the initial term, 100% of the Saas Fees through the date of termination plus 25% of the Saas Fees then due for the remainder of the subscription term defined in the Order Form.
 - 1.6 Trial Service. Any no-cost trial service to which Customer has access may be terminated at any time by either party with fifteen (15) days' prior written notice.
2. Return of Customer Data. Upon request, Tyler will make the Saas Services available to Customer to

export Customer Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, Tyler has no obligation to maintain Customer Data and will destroy the Customer Data.

3. Return of Tyler Property. Upon termination of this Agreement, Customer agrees to destroy or return all Tyler property and Documentation that is in Customer's possession. Upon Tyler's request, Customer will confirm Customer's compliance with this requirement in writing.
4. Suspension of Saas Services. Although Tyler has no obligation to screen, edit or monitor the Customer Data or Public User content posted on Saas Services, if, in Tyler's reasonable judgment, Tyler discovers Customer's use of the Saas Services threatens the security, integrity, stability, or availability of the Saas Services, or is otherwise in violation of this Agreement, Tyler may temporarily suspend the Saas Services, or Users' access thereto. Unless Customer has conducted unscheduled penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Customer will result in immediate suspension of the Saas Services.

SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 Tyler will defend Customer against any third party claim(s) that the Saas Services or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Tyler consents). Customer must notify Tyler promptly in writing of the claim and the parties will cooperate over the defense or settlement of any such matter.
- 1.2 Tyler's obligations under this Section G(l) will not apply to the extent the claim or adverse final judgment is based on Customer's use of the Saas Services in contradiction of this Agreement, including with non-licensed third parties, or Customer's willful infringement.
- 1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Saas Services, Tyler may at Tyler's expense and without obligation to do so, either: (a) procure for Customer the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Customer will stop running the allegedly infringing Services immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Customer may continue to use the Saas Services consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and Customer's use of the Saas Services is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at Tyler's option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides Customer's exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 Tyler will indemnify and hold harmless Customer and Customer's agents, officials, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by

Tyler's gross negligence or willful misconduct or a law applicable to Tyler's performance under this Agreement. Customer must notify Tyler promptly in writing of the claim and the parties will cooperate over the defense or settlement of any such matter.

- 2.2 Except for U.S. Government Customers, and to the extent permitted by applicable law, Customer will indemnify and hold harmless Tyler and its agents, officials, and employees from and against any and all third party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage, to the extent caused by Customer's negligence or willful misconduct; or Customer's violation of a law applicable to Customer's performance under this Agreement. Tyler will notify Customer promptly in writing of the claim and will give Customer sole control over its defense or settlement. Tyler agrees to provide Customer with reasonable assistance, cooperation, and information in defending the claim at Customer's expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL, AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, TYLER DOES NOT GUARANTEE THE SAAS SERVICES CANNOT BE COMPROMISED AND THEY ARE PROVIDED "AS IS". CUSTOMER UNDERSTANDS THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CUSTOMER'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2). FAR 52.212-4 (p) is hereby incorporated by reference and is applicable only to licenses to the U.S. Government Licensee.**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance.** During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Tyler will provide Customer with copies of certificates of insurance upon Customer's written request.

SECTION H - GENERAL TERMS AND CONDITIONS

1. **Federal Application.** For U.S. Government Customers, the Saas Services and Documentation are developed exclusively at private expense and are a "commercial item," as that term is defined at 48

C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government Customers and End Users acquire only those rights in the Saas Services and the Documentation that are provided under this Agreement. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".

2. Additional Products and Services. If additional work is required, or if Customer uses or requests additional services, Tyler will provide Customer with an addendum or change order, as applicable, outlining the costs for the additional work. Unless otherwise noted therein, the price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the amendment.
3. Optional Items. Unless otherwise indicated, pricing for any listed optional products and services in the Order Form will be valid for twelve (12) months from the Effective Date.
4. Dispute Resolution. Customer agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Customer agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with Tyler's appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of the parties may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent Customer or Tyler from seeking necessary injunctive relief during the dispute resolution procedures. For U.S. Government Customers, the aforementioned clause shall not apply to awards under the Multiple Award Schedule contract and for U.S. Government Customers, and Dispute that cannot be resolved by the parties will be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.
5. Taxes. The fees in the Order Form do not include any taxes, including, without limitation, sales, use, or excise tax. If Customer is a tax-exempt entity, you agree to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and you will reimburse Tyler for such taxes. If you have a valid direct-pay permit, you agree to provide Tyler with a copy. For clarity, Tyler is responsible for paying Tyler's income taxes, both federal and state, as applicable, arising from Tyler's performance of this Agreement. Notwithstanding the foregoing, this Section H(5) shall not apply to U.S. Government Customers purchasing the Saas Services or Professional Services under the MAS 70 Contract.
6. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of Tyler's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or

otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

7. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler's employees assigned to Customer's project.
8. Subcontractors. Tyler will not subcontract any services under this Agreement without Customer's prior written consent, not to be unreasonably withheld.
9. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either Customer's or Tyler's successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Customer's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of Tyler's assets.
10. Force Majeure. Except for Customer's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
12. Entire Agreement; Amendment. This Agreement and its Exhibits represent the entire agreement between you and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Except for U.S. Government Customers, and in the case of Tyler is the Prime Contractor, Purchase Orders submitted by Customer, if any, are for Customer's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual

receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party. Notices for Tyler shall be set to the address set forth in this section. Notices to the Customer shall be sent to the address set forth on the Order Form, or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

Address for Notices: Tyler Technologies, Inc., One Tyler Drive, Yarmouth, ME 04096, Attention: Chief Legal Officer. With a copy to: Socrata, Inc., 255 South King Street, Suite 1100, Seattle, WA 98104, Attention: Franklin Williams

17. Customer Lists. Customer agrees that Tyler may identify Customer by name in client or customer lists, marketing presentations, and promotional materials. Additionally, Tyler may release routine past performance information (PPI) regarding work and services performed by Tyler under any prime contract or subcontract for the purposes of responding to proposals for new work. PPI will not require approval from Customer. Furthermore, Customer will allow Tyler to use its name, including the name of any related project for which the SaaS Services will be used to support, in a press release relating to the SaaS Services, and Professional Services hereunder. Tyler shall allow Customer to review, modify, and authorize, as reasonably necessary, such press release prior to its publication.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to Confidential Information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential Information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., Social Security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give Tyler prompt notice and otherwise perform the functions required by applicable law.
19. Business License. In the event a local business license is required for Tyler to perform services hereunder, you will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Customer's state, without regard to its rules on conflicts of law, or in the case of a U.S. Government

Customer, this Agreement will be governed by and construed in accordance with the applicable federal laws of the United States without regard to any conflicts of law provisions. For

21. Order of Precedence. Any ambiguity, conflict, or inconsistency in this Agreement shall be resolved with this Agreement taking precedence over the Exhibits to the Agreement. For contracts issued by the US Government, the order of precedence shall be in accordance with FAR 15.406-3(b) unless otherwise stated in the order issued by the US Government.

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END USER LICENSE AND SERVICES AGREEMENT FOR CASE MANAGEMENT DEVELOPMENT PLATFORM

Tyler End User License Agreement Turnkey Solutions

Licensee agrees to be bound by these terms and conditions in this END USER LICENSE AGREEMENT ("Agreement") which governs the use and license rights associated with the Licensed Software. The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems, including Turnkey Solutions and modules on the Case Management Development Platform ("Licensed Software"); and

WHEREAS, Licensee desires to acquire from Tyler and Tyler wishes to grant to Licensee a non-exclusive SaaS license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

Section A

1. Origin of Licensed Software

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for Tyler exclusively at private expense under the specification, direction and control of Tyler.

2. Ownership of Licensed Software, Tyler Licensors' Software, ISV Supported Software, or Third Party Software

Software and Documentation. The Parties expressly agree that ownership of the Licensed Software resides solely and exclusively in Tyler together with all Intellectual Property Rights as defined in this Agreement pertaining thereto including copyright, trademark, trade secret, and patent rights. To the extent applicable by law, Tyler shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Software and Documentation, all copies thereof, and all modifications, derivatives, Correction, Update and enhancements thereto (including ownership of all copyrights, trade secrets, inventions, patents

and patent applications, trade, product or service names and all other intellectual property rights pertaining thereto) (collectively, a "Derivative"), subject only to the right and License expressly granted to Licensee herein. This Agreement does not provide Licensee or its Affiliates with title or ownership of the Licensed Software, but only a right of limited use as further delineated herein. Tyler's licensors, ISV Supported Software and Third Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software and documentation. To the extent permitted by applicable law, any Derivatives created by Tyler's licensor, ISV Supported Software or Third Party Software vendor's software or documentation shall be owned solely and exclusively by the respective party whom owns the Intellectual Property Rights of the underlying software, as applicable. To the extent permitted by applicable law, Licensee assigns title, ownership, and all rights to Tyler in any Derivative not otherwise owned by Tyler. To the extent an assignment is not effective under applicable law, Licensee grants Tyler an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize the Derivative to the fullest extent permissible and effective under applicable law.

3. License Grant; Authorized Usage

License Grant for Software as a Service (SaaS). The License Grant for SaaS shall become effective on the Effective Date and remain in effect through the License Period. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, Third Party Software, and/or any application or operation software installed on equipment located at a physical data center as further delineated (as applicable) in the Contract. Licensee may only use the Licensed Software under this Section for its own internal business use. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations. The Licensed Software and Documentation contain proprietary and trades secret information of Tyler and Licensee agrees to keep the Licensed Software strictly confidential.

Section B

1. Fees and Other Charges

License Fees do not include taxes or Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or third party software. If Professional Services are included in a separate Quote, Licensee agrees to pay such fees when the

Professional Services are rendered and/or the Licensed Software is delivered, as agreed in the separate contract or otherwise invoiced by Tyler. Tyler reserves the right to request a modification or contract for additional service fees if Licensee or its Affiliates seeks Tyler's assistance outside the scope of this Agreement.

2. Warranty

Tyler does not warrant that the Licensed Software will be error or defect-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide Tyler with sufficient detail to allow Tyler to reproduce the defect or error. Licensee's exclusive remedy for any defect or error in the Licensed Software covered by such warranty, and as Tyler's entire liability in contract, tort, or otherwise, Tyler will correct such error or defect at Tyler's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If Tyler is unable to correct such defect or error after a reasonable opportunity, Tyler will refund the remaining unused portion of any License Fees for such Licensed Software. However, Tyler is not responsible for any defect or error not reported or any defect or error in a Program which Licensee has modified, misused, or damaged.

3. Limitation of Liability

- i. The cumulative liability of Tyler to Licensee for all claims for direct damages relating to the Licensed Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to Tyler for the relevant Licensed Software or services within the prior year.
- ii. **EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF ITS LICENSE OR INFRINGEMENT OF TYLER'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF LICENSEE IS COMPOSED OF MORE THAN ONE PERSON OR ENTITY, EACH SUCH PERSON AND ENTITY SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS AGREEMENT.**

4. Termination; Survival

In the event of a termination, Licensee's right to use the Licensed Software shall terminate in its entirety and shall not survive termination. For avoidance of doubt, Licensee's failure to fully and completely adhere to the terms hereof pertaining to

License Grant; Authorized Usage; or Limitation of Use; or a breach of Confidentiality, or failure to timely pay any fees agreed under this Agreement shall be deemed a material default under this Agreement. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Licensed Software License Period if applicable, Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation.

5. Confidentiality and Non-Disclosure

- i. "Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, the terms of this Agreement, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked. "Personal Information" means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another.
- ii. Except as required by the Freedom of Information Act or the corresponding state statute as applicable, Confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. In the event of any records requests, Receiving Party shall take all steps necessary to protect Disclosing Party's Confidential information.
- iii. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by

law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Licensee participates in a Tyler-sponsored group event, this Section B5 shall apply to Confidential Information disclosed by any group participant, and Tyler may provide a copy of this Section B5 to any Disclosing Party seeking to enforce its provisions.

- iv. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.

6. Governing Law

Unless stated otherwise in a separate Purchase Order, this Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

7. Independent Contractor.

Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

8. Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

9. Commercial Computer Software

The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense.

10. Compliance With Law

- i. Licensee warrants to Tyler that it will comply with all applicable laws and will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to Tyler under this Agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Privacy Laws.
- ii. Licensee will remain the controller of Personal Information it provides to Tyler and that it will not instruct Tyler to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws.
- iii. Licensee will use the Licensed Software Annual Support and Maintenance Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.
- iv. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.
- v. Licensee shall be responsible to Tyler for any costs, loss or damage Tyler incurs as a direct or indirect result of Licensee's breach of this Section or Licensee's failure to comply with laws.

11. Infringement.

- i. If a third party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), Tyler will (as long as Licensee is not in default under this Agreement) defend Licensee against such Claim at Tyler's expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies Tyler in writing of the claim, (ii) allows Tyler sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with Tyler (at Tyler's expense) in, the defense or any related settlement negotiations; and (iv) Licensee complies with Tyler's direction to cease using any Software that in Tyler's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.
- ii. Tyler shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by Tyler according to Licensee's specifications, (3)

modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to comply with Tyler's direction to cease any activity that in Tyler's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (5) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement. THIS SECTION B11 STATES TYLER'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

12. Assignment.

Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation, and any assignment made in violation of this provision shall be invalid. However, Licensee may assign this Agreement, without Tyler's written consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that (1) assignor's account with Tyler is current at the time of assignment, (2) assignee is not a direct competitor of Tyler, and (3) assignee shall be bound by the terms and conditions of this Agreement, as written. The assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or relocate the assigned Licenses subject to Tyler's then-current fee.

Updated 03/02/22



TYLER END USER LICENSE AGREEMENT TURNKEY SOLUTIONS

End User License and Services Agreement for Case Management Development Platform

Licensee agrees to be bound by these terms and conditions in this END USER LICENSE AND SERVICES AGREEMENT ("Agreement") which governs the use and license rights associated with the Case Management Development Platform application and modules ("Licensed Software"). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Licensed Software and has used such software in support of commercial and government programs; and

WHEREAS, Tyler and Licensee desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the Multiple Award Schedule 70 contract (as applicable), and further that the relationship between Tyler and Licensee regarding the subject matter of this Agreement shall be solely governed and determined according to this Agreement and the Multiple Award Schedule 70 contract (as applicable); and

WHEREAS, Licensee desires to acquire from Tyler and Tyler wishes to grant to Licensee a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

Section A

1. Origin of Licensed Software

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for Tyler exclusively at private expense under the specification, direction and control of Tyler.

2. Ownership of Licensed Software, Tyler Licensor's Software, ISV Supported Software, or Third Party Software

- i. **Software and Documentation.** The Licensed Software also has been or may be in the future reconfigured for utilization in one or more other programs. The Parties expressly agree that ownership of the Licensed Software resides solely and exclusively in Tyler together with all Intellectual Property Rights (as defined in this Agreement pertaining thereto including copyright, trademark, trade secret, and patent rights. To the extent applicable by law, Tyler shall have sole and exclusive ownership of all right, title, and interest in and to the Case Management Development Platform Software and Documentation, all copies thereof, and all modifications, derivatives, Correction, Update and enhancements thereto (including ownership of all copyrights, trade secrets, inventions, patents and patent applications, trade, product or service names and all other intellectual property rights pertaining thereto) (collectively, a "Derivative"), subject only to the right and License expressly granted to Licensee herein. This Agreement does not provide Licensee or its Affiliates with title or ownership of the Licensed Software, but only a right of limited use as further delineated herein. Tyler's licensors, ISV Supported Software and Third Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software and documentation. To the extent permitted by applicable law, any Derivatives created by Tyler's licensor, ISV Supported Software or Third Party Software vendor's software or documentation shall be owned solely and exclusively by the respective party whom owns the Intellectual Property Rights of the underlying software, as applicable. To the extent permitted by applicable law, Licensee assigns title, ownership, and all rights to Tyler in any Derivative not otherwise owned by Tyler. To the extent an assignment is not effective under applicable law, Licensee grants Tyler an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize the Derivative to the fullest extent permissible and effective under applicable law.
- ii. **Developments.** Tyler reserves ownership, title and all rights and interest in any software and documentation, including Customizations, developed and delivered in the course of providing Annual Support and Maintenance Services and Professional Services under this Agreement, subject to each party's confidentiality rights and obligations under this Agreement.
- iii. **Feedback.** Licensee's comments, suggestions, or other feedback regarding Tyler's products, services, or business are provided voluntarily, and Tyler may use any feedback as it sees fit without obligation or restriction of any kind, other than its obligations under this Agreement with respect Confidential Information.

3. Third Party Software

This Agreement does not constitute or provide Licensee with any license to the Third Party Software that may have been used as tools in the development of the Case Management Development Platform Software, or have been integrated in the Case Management Development Platform Software, as permitted by Tyler's license(s) with such third parties, other than to use the Licensed Software under the terms of this Agreement. Except to the extent that Licensee uses, or has used any Third Party Software as a function of its or its customer's use of the Licensed Software under the terms of this Agreement, this Agreement provides no rights to use, distribute, sublicense, modify, create derivative works, or copy any Third Party Software. Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Third Party Software, nor permit any third party to do so; (ii) copy the Third Party Software, or include the Third Party Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Third Party Software, or (iv) intentionally remove any company name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, of a Third Party Software owner from the any software or material or Documentation received under this Agreement. By entering into this Agreement, Licensee understands and agrees that it assumes the risk of any violation of these restrictions regarding Third Party Software by any of its employees, agents or contractors, and, if it needs licenses to any such Third Party Software, that it assumes full responsibility for obtaining and complying with such licenses.

4. License Grant; Authorized Usage

- i. **License Grant for Perpetual Licenses.** The License Grant shall become effective on the Effective Date and remain in effect during the License Period or until this Agreement is otherwise terminated as further specified in Section 87. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to install and use one copy of the Licensed Software for the Term. The License is to the object code version of the Licensed Software only (as identified by Tyler in its proposal/quotation in the Purchase Order) on a single registered computer (CPU) located at the Licensed Location as defined in the Purchase Order and related Documentation as provided ("Documentation") for which the appropriate fee ("License Fee") is paid, provided the Licensed Software is in use on only one registered CPU at any time by only the number of users for which Licensee has paid a License Fee for its own internal business use. Concurrent use on two or more CPUs is only authorized to the extent that Licensee has acquired such authorization by the payment of the appropriate [Server-based] License Fees. If the anticipated number of Concurrent Users of the Licensed Software will exceed the number of applicable Licenses,

then Licensee must have a reasonable mechanism or process in place to assure that the number of persons using the Licensed Software concurrently does not exceed the number of Licenses. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations. Except as otherwise described in the Purchase Order, Licensee may not install a separate Instance of the Licensed Software on an additional Server.

- ii. **License Grant for Infrastructure as a Service, Platform as a Service, Software as a Service.** The License Grant for IaaS, PaaS, or SaaS, shall become effective on the Effective Date and remain in effect through the License Period. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, Third Party Software, and/or any application or operation software installed on equipment located at a physical data center as further delineated (as applicable) in the Purchase Order. Licensee may only use the Licensed Software under this Section A4(b) for its own internal business use. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.
- iii. **Licensee's Compliance with Laws; Limitation of Use and Other Use Restrictions.**
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- iv. **Disaster Recovery and Back-up Copies.** Licensee may make one (1) archival copy of the Licensed Software in machine-readable, object code form for nonproductive archival or backup purposes only, provided that the (i) copies are kept in a secure location (such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor); (ii) disaster recovery and archival copies of the Licensed Software are not used for production purposes unless the primary copy of the Licensed Software is not being used for production purposes; and (iii) Licensee reproduces and includes Tyler's copyright and other intellectual property notices. Each backup copy must be stored in a safe and secure location and its contents must be kept confidential. All copies of all Licensed Software must be returned to Tyler, or their destruction certified, immediately upon Tyler's

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- viii. **Additional Usage Restrictions.** Licenses must be used in accordance with the parameters set forth in this Agreement, including limitations (describing the scope of the permissions Tyler grants, excess of which by Licensee or others constitutes infringement of Intellectual Property Rights), conditions (breaches of which shall automatically terminate the Licenses granted herein), and contractual covenants and obligations of Licensee. Licensee may not use or permit use of the Software or Documentation for more than the Licensee's current number of Concurrent Users as specified in the Purchase Order, as may be amended from time to time, and may not permit use of the Software by anyone other than Licensee's employees or users and (1) a Support Contractor, (2) Licensee's disaster recovery vendor, or (3) an Affiliate. Licensee may not sublicense, assign or otherwise transfer any rights to the Licensed

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5. Mobile Applications

- i. **All Mobile Applications.** Tyler may make certain Mobile Applications available to Licensee. The use of Mobile Applications either alone or in connection with the Licensed Software is governed by this Agreement (and the Multiple Award Schedule 70 contract, as applicable). Except for U.S. Government Licensees, Licensee must comply with all applicable third party terms of agreement when using the Mobile Applications (for example, any agreement with a wireless service or wireless data provider). For U.S. Government Licensees purchasing under the MAS 70 contract, the terms and conditions contained herein do not include all applicable third party terms of agreement that may come with Mobile Applications (e.g., wireless service or wireless data provider agreements).
- ii. **Additional Terms for iOS Mobile Applications.** The Mobile Applications may be used on an iOS product that Licensee owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service. Licensee agrees that this Agreement is between Licensee and Tyler, and that even if it receives access to

the Mobile Applications through Apple, Inc.'s AppStore or any other source (collectively, the "Distributor"), the Distributor has no liability or responsibility whatsoever to Licensee related to the Mobile Applications, whether by contract, warranty or otherwise, and Licensee will look only to Tyler for any support for the Mobile Applications. The Distributor is not responsible for addressing any claims of any sort related to the Mobile Applications, and Licensee must address any claims directly with Tyler. Questions related to the Mobile Applications should be addressed to Tyler and not to the Distributor. In the event of a failure of a Mobile Application to comply with any limited warranty stated in this Agreement, Licensee may notify Apple and Apple will refund the purchase price paid by Licensee to Apple for that Mobile Application and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to the limited warranty will be Tyler's sole responsibility. Notwithstanding anything to the contrary in this Agreement, the Distributor and its subsidiaries are third party beneficiaries of this Agreement, and the Distributor has the right (and will be deemed to have accepted the right) to enforce this Agreement against the Licensee as a third party beneficiary hereof. The previous sentence shall apply to all Licensees except for U.S. Government Licensees. For U.S. Government Licensees, any Distributor or its subsidiaries who may otherwise be deemed third party beneficiaries of this Agreement, shall have to enter into a separate agreement with the U.S. Government in order to enforce its own terms and conditions associated with the use of Mobile Applications. Licensee represents and warrants that Licensee is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Licensee is not listed on any U.S. Government list of prohibited or restricted parties.

6. Relocation.

- i. For the Instances that are installed at Licensee's Licensed Location or at Licensee's Support Contractor, Licensee may change the Licensed Location with Tyler's prior written consent and subject to applicable relocation fees, or as set forth in the Multiple Award Schedule 70 contract for U.S. Government Licensees. Tyler's consent shall entitle Licensee to move its installed Instance of the Server portion of the Software or the computers or Server(s) on which the Software is installed from the existing Licensed Location specified in this Agreement to a new Licensed Location and may operate the Software concurrently at the old and new Licensed Locations for a period of not more than ninety (90) days without having to obtain an additional License.

7. Non-production Instances

- i. **Test, Development, and Training Instance.** Unless otherwise provided in the Purchase Order, Licensee may use one Instance of the Licensed Software in a non-production environment solely for Licensee's internal testing, development, and training purposes. Licensee's installation and use of the Licensed Software for these purposes is limited to the same number of licensed users as permitted under the Purchase Order and this Agreement.
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- iii. **Support on Non-Production Instances.** Support for non-production Instances of Licensed Software under a current maintenance plan will be limited to set up.

8. Delivery and Acceptance

- i. Tyler agrees to deliver to Licensee the current version of the Licensed Software as described in the agreed upon Purchase Order. Tyler will deliver the Licensed Software, Documentation and Updates via electronic transmission (1) from a Server in the United States, FOB shipping point (as defined per the Uniform Commercial Code) for Licensees in the United States, including U.S. Government Licensees; or (2) from a Server outside of the United States, FCA shipping point (as defined per the Incoterms 2010) for all other Americas, EMEA and Asia-Pacific Licensees. Tyler shall have no obligation to maintain or to make any enhancements to the Licensed Software except as set forth in the agreed upon Purchase Order. Tyler will also deliver to Licensee the electronically formatted documentation manual relating to the Licensed Software as enumerated in the Purchase Order and Section A of this Agreement. Except for delivery of the Licensed Software and materials as provided in this paragraph, Tyler shall have no further or continuing obligations to Licensee under this Agreement, including any obligation concerning support, support services, training, installation, debugging, updates, enhancements, or any further services whatsoever.
- ii. Tyler will use commercially reasonable efforts to ensure delivery of the Licensed Software is in accordance with the delivery schedule outlined in the Purchase Order and Section A of this Agreement.

Tyler will not be responsible for delays caused by events or circumstances beyond its reasonable control or delays caused or related to Licensee's delay or its failure to meet its obligations under this Agreement.

The Parties hereby agree that acceptance of the application is defined in Federal Acquisition Regulation (FAR) 52.212-4(a) Inspection/Acceptance for U.S. Government Licensees. All other Licensees hereby agree that installation of the applicable constitutes acceptance.

9. Licensee Responsibilities

- i. Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Tyler shall not be liable to Licensee nor its Affiliates for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of Tyler's employees. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Licensee is also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of any data. If Licensee is a U.S. Government Licensee, then only compliance with federal laws and regulations shall apply.
- ii. In addition, Licensee is responsible for the following actions:
 - i. Supplying all hardware, software, integration components and environmentally sound location(s) required to support intended product performance as described in product literature (except where Tyler is providing IaaS, PaaS, or SaaS services that includes the hardware, software, integration components and environmentally sound location(s));
 - ii. Supplying skilled personnel to support the application's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required;
 - iii. Maintaining strict control of all copies of the Licensed Software and related documentation. Licensee shall promptly notify Tyler of any change in the registered computer(s) or Licensed Location covered by this Agreement and noted in the Purchase Order and Section A; and
 - iv. Maintaining the confidentiality of the Licensed Software and related documentation from all Third Parties.

10. Audit Rights

- i. **Audit Rights.** Licensee authorizes Tyler to enter Licensee's premises in order to inspect the Licensed Software (s) during regular business hours to verify compliance with the terms of this Agreement. Licensee further agrees to make its personnel available to Tyler in order to reasonably assist in its compliance investigation. Tyler shall bear the expense of an audit with the exception of instances where the Licensee is found, through such an audit, to be in violation of this Agreement, in which case Licensee will bear all costs and agrees to remit payment for documented violations. The provision in the previous sentence applies to all Licensee's except for U.S. Government Licensees. For U.S. Government Licensees, (i) the licensee will provide reasonable access for Tyler to enter Licensee's premises in order to inspect the Licensed Software (s) during regular business hours to verify compliance with the terms of this Agreement; (ii) should a discrepancy or violation be found during an audit, such discrepancy or violation shall be resolved and remedies shall be sought by Tyler via filing an equitable adjustment claim in accordance with the Contracts Dispute Act.

Section B: General Terms and Conditions

1. Definitions

1. **"Affiliates"** shall mean any entity that is controlled by Licensee, under common control with Licensee, with at least fifty-one (51%) percent ownership (or via board of directors for a non-profit organization). For Licensees who are Government Licensees or US Government Licensees, the "Affiliate" definition and provisions related thereto does not apply.
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5. **"Concurrent Users"** means the maximum number of users who may be logged on to the Licensed Software concurrently or at the same time.
6. **"Configuration"** means the design and underlying meta-data that controls the interface and behavior of the Licensed Software in a certain manner to capture Licensee data in accordance with Licensee's requirements.

7. **"Correction"** means a bug fix, patch or other minor modification to the Licensed Software made on a prospective, "when and if available" basis.
8. **"Documentation"** means user manuals, training materials, operations manuals, in paper or electronic format, for the Licensed Software, which may include information on various functions of the Licensed Software and explanations of procedures by which the Licensed Software may be utilized.
9. **"Defect"** means a failure of the Licensed Software to substantially operate in accordance with the Documentation as it exists at the time of the Licensed Software was delivered or made available to Licensee.
10. **"Dispute"** means any dispute or claim arising out of or in relation to this Agreement.
11. **"Effective Date"** means the date set forth in the Purchase Order or the date of last signature of the Quote incorporated into the Purchase Order. If a Government or US Government is the Licensee, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the Licensed Software and/or any Professional Services or Annual Support and Maintenance Services.
12. **"EMEA"** means Europe, Middle East (as so determined by Tyler), and Africa.
13. **"EMEA Licensee"** means a party that has licensed the Licensed Software from Tyler or an authorized Tyler reseller located in Europe, Middle East or Africa.
14. **"Case Management Development Platform Software"** means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.
15. **"Government Licensee"** means the U.S. or other country, state, or local government, an agency, or entity of the U.S. or other country, state, or local government, or an authorized non-governmental organization acting on behalf of the U.S. or other country, state, or local government that has licensed Software. Unless otherwise specified, Americas Licensee provisions shall apply to Government Licensees.
16. **"!COMPLAINTS® Software"** means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.
17. **"Infrastructure as a Service" or "IaaS"** means a service provided by Tyler in a shared or dedicated environment that includes a physical data center, with associated physical security, backups, power, operating systems, databases, application Servers, internet, and connectivity. IaaS does not include Licensed Software.

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26. **"Major Defect"** means a Defect that causes the Licensed Software to become completely inoperable with no immediate workarounds to repair the Defect, even if just a temporary workaround.

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33. **"Privacy Laws"** means legislation, statutory instruments and any other enforceable laws, codes, regulations, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the parties or to this Agreement, including in particular any legislation implementing the EU Data Protection Directive 95/46/EC or similar directive or regulation that takes the place of that Directive and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU member state.
34. **"Process" or "Processing"** Personal Information means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information.
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36. **"Purchase Order"** means, the document with signature lines that references the attached Quote and defines the business terms, Support, Licensed Software, Maintenance, and/or Professional Services.
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- ii. **Other Charges.** License Fees do not include Annual Support and Maintenance Services or Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or third party software. If Professional Services are included in the Purchase Order and Quote, Licensee agrees to pay such fees when the Professional Services are rendered and/or the Licensed Software is delivered, as agreed in the Purchase Order or otherwise invoiced by Tyler. Tyler reserves the right to request a modification or purchase order for additional service fees if Licensee or its Affiliates seeks Tyler's assistance outside the scope of this Agreement. For U.S. Government Licensees, any other charges shall be in accordance with the terms of the MAS 70 contract.
- iii. **Maintenance.** Tyler will invoice Licensee for the first maintenance payment as specified in the Purchase Order, payable within thirty (30) days after execution of the Purchase Order. Tyler will invoice Licensee for subsequent annual maintenance payments prior to the start of each next maintenance period, payable within fifteen (15) days of invoice date. Except for adjustments related to increases in the applicable number of Licenses or the license of additional Licensed Software or a different maintenance level, maintenance fees will be increased no more than once in any twelve-month period. For U.S. Government Licensees, any maintenance fees shall be in accordance with the terms of the MAS 70 contract.
- iv. **Late Charges.** With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907 for U.S. Government Licensees. For all other Licensees, Tyler may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent

(18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. Tyler may suspend Licenses, Annual Support and Maintenance Services, Professional Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from Tyler. For U.S. Government Licensees, Tyler shall not charge interest for a late payment; however, Tyler reserves its right to pursue equitable adjustment claim in accordance with the Contracts Dispute Act if the Government fails to make payment in accordance with the Prompt Payment Act.

- v. **Support.** In order for Tyler to provide software support for the Licensed Software, Licensee must purchase annual support at 20% of the software license base price as specified in the Purchase Order. Tyler shall have no responsibility to maintain the Licensed Software unless Licensee purchases annual support provided by Tyler. In the event that Licensee requests Annual Support and Maintenance Services that are beyond the scope of this Agreement, as further stated in Section C, such services will be deemed as Professional Services and Tyler's then prevailing standard support policies and procedures, Tyler may provide such Professional Services or recommend appropriate outside consultants. In all cases, fees for such Professional Services will be charged at Tyler's standard rates and Licensee will be responsible for paying all associated charges, including any travel, lodging and per diem expenses incurred by Tyler employees and/or agents. For U.S. Government Licensees, all support fees shall be in accordance with the terms of the MAS 70 contract and travel reimbursement in accordance with Public Law 99-234 and FAR Part 31.
- vi. **Professional Services.** Unless otherwise agreed, during a Professional Services engagement Tyler will submit semi-monthly invoices to Licensee for Professional Services furnished, except that Tyler will submit an invoice for Professional Services upon completion of all Professional Services expected to be performed in a given month. All Professional Services invoices are payable within thirty (30) days after invoice date. Each invoice will provide a breakdown and distribution of charges by name of the Consultant(s) (as defined below) who provided the Professional Services, the hours charged (for Professional Services performed on a time and materials basis) and the type and amount of expenses incurred. Upon request, Tyler will provide additional back-up documentation for expenses (such as itemized receipts), but will charge Licensee an administrative fee of six percent (6%) of the invoiced expenses. Additional details required by Licensee concerning the invoice or backup information will be specified in the SOW, Quote or other writing by the Licensee before Professional Services commence. For

- U.S. Government Licensees, all professional services fees shall be in accordance with the terms of the MAS 70 contract.
- vii. **Payment.** Payments to Tyler can be either mailed to: Tyler, Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170; or can be electronically made through Electronic Funds Transfer to the bank information under "ACH Payment Information" as delineated in the Purchase Order. All fees and other charges referred to in the Agreement will be paid in the currency specified in the Purchase Order, or SOW or Quote as applicable. Unless otherwise specified, the currency is US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement. Tyler reserves the right to assign payments under this Agreement to any third party entity of its choosing. For U.S. Government Licensees, all payments shall be in accordance with the terms of the MAS 70 contract. In the event Tyler desires to assign payments due under the MAS 70 contract, it will make such arrangements with the U.S. Government Licensee issuing the order.
- viii. **Disputed Invoices.** Licensee will notify Tyler within fifteen (15) days after date of an invoice if there is a dispute about that invoice. Tyler will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify Tyler in writing as to the nature and substance of any disputed portion. For U.S. Government Licensees, any disputed invoice notifications shall be in accordance with the Prompt Payment Act.
- ix. **Taxes.** Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. Tyler may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay and/or reimburse Tyler for all taxes (other than taxes based on Tyler's income). If withholding taxes are imposed by any foreign government, Licensee shall remit such withholding taxes in accordance with applicable law, gross up the applicable payment amounts to ensure that Tyler receives the full amount of fees invoiced, and provide Tyler with evidence of withholding, if applicable. Tyler may invoice taxes unless Licensee has provided adequate evidence of exemption upon execution of this Agreement. (Note: Licensee is not permitted to resell the Software, so a resale certificate does not qualify as a tax exemption certificate unless specifically agreed in this Agreement or unless Licensee has a separate reseller agreement with Tyler.) Tyler shall not issue credits for taxes billed before Licensee provides evidence of a valid exemption. Licensee shall be liable to Tyler for any costs, fees and taxes that Tyler incurs due to any invalid tax exemption claimed by Licensee. Notwithstanding the foregoing, this Section B2(i) shall not

apply to U.S. Government Licensees purchasing Licensed Software, Annual Support and Maintenance Services, and Professional Services under the MAS 70 Contract.

- x. **Leasing Payments.** Licensee may separately arrange with a lessor to make some or all payments to Tyler required by this Agreement if Licensee so elects to lease the Licensed Software rather than to purchase a license. Licensee must notify Tyler and provide reasonable documentation to Tyler of the arrangement requested before Tyler will invoice a lessor directly. If Tyler has not received notice and documentation of a lessor/lessee payment arrangement prior to invoicing, Tyler will not re-issue invoices. If a lessor fails to make any undisputed payment when due, Licensee shall promptly pay Tyler and Tyler may invoice Licensee directly for all amounts due. This Section B2U) shall not apply to U.S. Government Licensees. In the event a U.S. Government Licensee elects to lease software and hardware through a lessor, such arrangement will be addressed at the individual delivery order level, subject to the terms and conditions of the MAS 70 contract.

3. Warranty

Effective on the first day of the License Period, for a period of ninety (90) days, Tyler warrants that the Licensed Software, when operated with the equipment configuration and in the operating environment specified by Tyler, will perform substantially in accordance with the technical specifications included or referred to in the applicable Purchase Order. The ninety (90) day period shall commence on the Effective Date. Tyler does not warrant that the Licensed Software will be error or defect-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide Tyler with sufficient detail to allow Tyler to reproduce the defect or error. Licensee's exclusive remedy for any Defect or error in the Licensed Software covered by such warranty, and as Tyler's entire liability in contract, tort, or otherwise, Tyler will correct such error or defect at Tyler's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If Tyler is unable to correct such defect or error after a reasonable opportunity, Tyler will refund the remaining unused portion of any License Fees for such Licensed Software. However, Tyler is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program which Licensee has modified, Misused, or damaged or installed on a non-registered computer or in a non-Licensed Location.

- i. **Professional Services Warranty.** Any Professional Services warranty will be mutually agreed in an SOW or Quote depending on the Professional Services provided. If the SOW or Quote does not contain a warranty, the Professional Services therein are provided "AS IS". For any Professional Services warranty, the sole and

exclusive remedy will be the re-performance of the Professional Services.

- ii. **Personal Warranties.** All warranties described herein are personal to and intend solely for the benefit of the Licensee and do not apply to any third parties, including Affiliates.
- iii. **ENTIRE WARRANTY.** EXCEPT AS SET FORTH ABOVE IN THIS SECTION B3, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN, THE LICENSED SOFTWARE, ANNUAL SUPPORT AND MAINTENANCE SERVICES AND PROFESSIONAL SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND TYLER DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, TYLER SHALL HAVE NO LIABILITY FOR THE LICENSED SOFTWARE OR ANY PROFESSIONAL SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

4. Limitation of Liability

The cumulative liability of Tyler to Licensee for all claims for direct damages relating to the Licensed Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to Tyler for the relevant Licensed Software or services within the prior year.

- i. **EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF ITS LICENSE OR INFRINGEMENT OF TYLER'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF LICENSEE IS COMPOSED OF MORE THAN ONE PERSON OR ENTITY, EACH SUCH PERSON AND ENTITY SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS AGREEMENT.**
- ii. FAR 52.212-4 (p) is hereby incorporated by reference and is applicable only to licenses to the U.S. Government Licensee.
- iii. **FOR EMEA LICENSEES. NOTHING IN THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE IN THE AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT TYLER'S LIABILITY TO**

LICENSEE FOR (1) FRAUD, (2) DEATH OR PERSONAL INJURY CAUSED BY TYLER'S NEGLIGENCE (INCLUDING NEGLIGENCE AS DEFINED INS. 1 UNFAIR CONTRACT TERMS ACT 1977), (3) BREACH OF TERMS REGARDING TITLE IMPLIED BY S. 12 SALE OF GOODS ACT 1979 AND/OR S. 2 SUPPLY OF GOODS AND SERVICES ACT 1982, OR (4) ANY LIABILITY TO THE EXTENT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

5. Indemnification

If a third party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), Tyler will (as long as Licensee is not in default under this Agreement or any other agreement with Tyler) defend Licensee against such Claim at Tyler's expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies Tyler in writing of the claim, (ii) allows Tyler sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with Tyler (at Tyler's expense) in, the defense or any related settlement negotiations; and (iv) Licensee complies with Tyler's direction to cease using any Software that in Tyler's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.

- i. For U.S. Government Licensees, (i) Tyler will indemnify and hold harmless the U.S. Government Licensee (except for those instances of infringement that arise pursuant to Subsection d. below) Licensee against a Claim at Tyler's expense and pay all damages that is fully adjudicated and finally awarded; and (ii) Tyler will work in good faith and conjunction with the Department of Justice to defend or settle any infringement claim that may arise hereunder. The U.S. Government Licensee will provide Tyler with prompt notice of any infringement claim and will work in good faith to comply with any requirement to cease using the Software that is determined in Tyler's reasonable judgment to cause an infringement of a third party's Intellectual Property Rights.
- ii. If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if Tyler believes such an injunction is likely, Tyler may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in Tyler's sole judgment, require Licensee to return the Licensed Software and refund the License Fees paid for the Licensed Software by the Licensee based on a pro-rata, 3-year straight-line depreciation schedule. For U.S. Government Licensees, if neither subsection (i) or (ii) are available to defend/settle an infringement claim, then the U.S. Government Licensee will

remove any Licensed Software from its systems and return such to Tyler. Any applicable refund shall be in accordance with The Contract Disputes Act, of 1978, as amended.

- iii. Tyler shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by Tyler according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by Tyler, (5) Licensee's failure to comply with Tyler's direction to cease any activity that in Tyler's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.
- iv. THIS SECTION STATES TYLER'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. Default

Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with Tyler, Tyler may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613 if Licensee is the US Government. If Licensee is a commercial entity, Tyler may, at its option, pursue remedy as afforded to it, whether in law or equity, under the laws of the state set forth in Section B11 (Governing Law).

7. Termination; Survival

Termination. Either Party may terminate this Agreement upon providing Tyler with thirty (30) days prior written notice in cases other than default. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice and a chance to cure any such default. Tyler may terminate this Agreement immediately upon notice to Licensee in the event Licensee materially defaults on the terms and conditions of this Agreement. For U.S. Government Licensees, termination shall be in accordance with the terms and conditions of the Multiple Award Schedule 70 contract.

- i. **Effect of Termination.** In the event of a termination, Licensee's right to use the Licensed Software as set forth in Section A4 shall terminate in its entirety and shall not survive termination. For avoidance of doubt, Licensee's failure to fully and completely adhere to the terms hereof pertaining to License Grant; Authorized Usage; or

Limitation of Use; or a breach of Confidentiality, or failure to timely pay any fees agreed under this Agreement and set forth in the Purchase Order shall be deemed a material default under this Agreement. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Licensed Software License Period if applicable, Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation, and return or certify destruction, as requested by Tyler, all copies of the Licensed Software and Documentation (including any training materials) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Licensed Software, including all copies thereof. Licensee agrees to certify its compliance with such requirement upon Tyler's request. Within thirty (30) days after the termination of a License (five business days for non-renewal of a SaaS, IaaS or PaaS License), a corporate officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this Section B7 and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of Tyler's rights. Licensee acknowledges that following the expiration or termination of a SaaS, IaaS or PaaS License, any data that is retained in formats only readable by the Software will not be accessible. Any use of the Licensed Software or the Documentation after termination shall be considered infringement of Tyler's Intellectual Property Rights. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due Tyler and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.

- ii. **Survival.** The following sections shall survive termination of this Agreement: Sections A1 (Origin of Licensed Software) and A2 (Ownership of Licensed Software, Tyler Licensor's Software, ISV Supported Software, or Third Party Software), Section A3 (Third Party Software), Section A10 (Audit Rights), Section B2 (Fees and Other Charges), B4 (Limitation of Liability), Section B5 (Indemnification), Section B6 (Default), Section B7(b) (Effect of Termination) and Section B7(c) (Survival); Section B9 (Confidentiality and Non-Disclosure), Section B10 (Notices), Section B11 (Governing Law), Section B12 (Non-Solicitation of Personnel), Section B15 (Modifications and Waiver), Section B17 (Commercial Computer Software), Section B18 (Compliance with Law), and Section B20 (Export Control).

8. Publicity and Marketing

Licensee agrees to be included on a list of Tyler clients as a reference. Furthermore, Licensee hereby authorizes Tyler to use its name, including the

name of any related project for which the Licensed Software will be used to support, in a press release relating to the sale of Licensed Software, Annual Support and Maintenance Services, and Professional Services hereunder. Tyler shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Additionally, if requested by Tyler, Licensee agrees to participate in the Tyler Client Testimonial Program, which includes, but is not limited to, the production and publication of a press release, Q&A and/or case study to provide a written analysis of Licensee's experience in the selection, implementation and use of the Licensed Software. The production of such documents is at Tyler's expense, and no such documents or any content relating thereto will be made public without Licensee's express, written permission which will not be withheld unreasonably. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

9. Confidentiality and Non-disclosure

"Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, the terms of this Agreement, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.

- i. Except as required by the Freedom of Information Act, as amended, confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. In the event of any FOIA requests, U.S. Government Licensee's shall take all steps necessary to protect Licensor's Confidential information.
- ii. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no

event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Licensee participates in a Tyler-sponsored group event, this Section B9 shall apply to Confidential Information disclosed by any group participant, and Tyler may provide a copy of this Section B9 to any Disclosing Party seeking to enforce its provisions.

- iii. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.
- iv. Licensee may provide Confidential Information to Tyler in connection with an Annual Support and Maintenance Services request or a Professional Services engagement. Prior to disclosing or delivering any Confidential Information that is subject to restrictions under Privacy Laws or export control laws and regulations, including without limitation any restrictions, laws or regulations that will apply to the transfer by Tyler of the Confidential Information to any of its affiliates, employees, contractors and alliance partners located anywhere in the world ("Restricted Data"), Licensee shall identify to Tyler in writing (including email) such Restricted Data. Tyler may add a surcharge to cover additional costs of handling Restricted Data (except that the surcharge shall not apply to U.S. Government Licensees). For all Licensees except for U.S. Government Licensees, if Licensee fails to identify Restricted Data, Licensee shall be responsible for any liability or claims related to Tyler's handling or export of any such Restricted Data in the normal course of Tyler's business. For U.S. Government Licensees, Tyler shall not be liable for any liability or claims for Tyler's handling or export of any Restricted Data that the U.S. Government Licensee fails to identify as Restricted Data. All

Licensees except for the U.S. Government Licensee shall indemnify, defend and hold Tyler harmless for any handling of Restricted Data that is not otherwise identified as stated herein and that such handling causes harm to a person with whom the Restricted Data concerns. Tyler may use Confidential Information for testing or development purposes, provided that Tyler remains bound by the confidentiality obligations of any applicable license or nondisclosure agreement and applicable Restricted Data obligations.

10. Notices

All notices or other communications required to be given hereunder shall be in writing and delivered either personally, by U.S. mail or electronic mail. If by US mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be delivered and read receipt requested through the notice provider's electronic mail service.

Notices by either Party to the other shall be addressed to the individuals and to the addresses or electronic mail addresses set forth in the Purchase Order.

11. Governing Law

For Americas Licensees (except for U.S. Government Licensees): This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions.

- i. **For U.S. Government Licensees:** The Agreement shall be governed by the applicable U.S. federal law of government contracts, without regard to any conflicts of laws provisions.
- ii. **For Asia-Pacific Licensees:** This Agreement shall be governed by the laws of Australia and particularly the laws of South Australia, without regard to any conflicts of laws provisions.
- iii. **For EMEA Licensees:** This Agreement shall be governed by the laws of England, without regard to any conflicts of laws provisions.
- iv. **For all Licensees:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12. Dispute Resolution.

Informal Dispute Resolution. In the event of any Dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall endeavor to use their best efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty

(30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

- i. **For Americas Licensees (except for U.S. Government Licensees):** If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules. A single arbitrator appointed as provided in the AAA Commercial Arbitration Rules will be an attorney experienced in computer software, licensing, and information technology disputes. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in the Washington, DC metropolitan area, or, with the consent of the arbitrator and parties, another mutually agreeable metropolitan area. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction.
- ii. **For U.S. Government Licensees:** Any Dispute that cannot be resolved by the parties will be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.
- iii. **For Asia-Pacific and EMEA Licensees:** If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be finally resolved by binding arbitration before a single arbitrator pursuant to the Rules of Arbitration ("Rules") and under the auspices of the International Chamber of Commerce (ICC). In accordance with the Rules the parties shall select the arbitrator, and if they do not, an arbitrator shall be selected by the ICC in accordance with the Rules. The arbitrator shall be a lawyer knowledgeable in the chosen law and information technology disputes. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for his/her decision. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and

substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in Adelaide, Australia (for Asia-Pacific Licensees) or London, UK (for EMEA Licensees), or, with consent by the arbitrator and parties, another mutually agreeable metropolitan area.

- iv. **Arbitration.** The arbitrator shall award appropriate fees and costs to the prevailing party. If it becomes necessary for either party to compel arbitration or to enforce an arbitration award, that party may bring an action in any court of competent jurisdiction and the prevailing party will be entitled to recover from the other party its costs and expenses, including court costs and reasonable attorneys' fees (including allocable costs of in-house counsel). The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that protects the confidential nature of the parties' proprietary and confidential information. No arbitration award may provide a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid and will be vacated. No Dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class of claimants with respect to any Dispute. BOTH PARTIES HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.
- v. **Litigation Rights.** Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. Tyler reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, Tyler shall be entitled to recover its costs and reasonable attorneys' fees (including the allocable costs of in-house counsel), regardless of the arbitration requirements. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

13. Non-Solicitation of Employees.

For one year after delivery of Licensed Software under Section A and the Purchase Order, or after termination of an SOW or Quote (as appropriate), neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licenses, Annual Support and

Maintenance Services or Professional Services or proposal for the Licenses Annual Support and Maintenance Services or Professional Services specified in Section A or SOW or Quote or Purchase Order (as appropriate), without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination.

- i. A party shall not be in breach of this Non-solicitation of Employees Section if (i) the candidate applying for the position does so via a general advertisement (e.g., online job posting via Monster, Career Builder, etc.; paper advertisement; recruitment fair) and without encouragement to apply by the hiring party; or (ii) those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions. However, personnel of either party working on a proposal or the Purchase Order for any Licenses Annual Support and Maintenance Services or Professional Services under this Agreement shall be presumed to know of the restriction.
- ii. This Section B13 shall not apply to U.S. Government Licensees. Any Non-Solicitation of Employees shall be addressed in the individual Delivery Orders, as mutually agreed and issued by U.S. Government Licensees.

14. Independent Contractor.

Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

15. Partner Transactions.

Where Licensee acquires Licensed Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Licensed Software, maintenance, support or services.

16. Modifications and Waivers

This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing

between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

17. Force Majeure

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

18. Commercial Computer Software

The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".

19. Compliance With Law

Licensee warrants to Tyler that it will comply with all applicable laws and will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to Tyler under this Agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Privacy Laws.

- i. Licensee will remain the controller of Personal Information it provides to Tyler and that it will not instruct Tyler to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws.
- ii. Licensee will use the Licensed Software Annual Support and Maintenance Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.
- iii. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.
- iv. For all Licensees (except for U.S. Government Licensees), Licensee shall be responsible to Tyler for any costs, loss or damage Tyler incurs as a direct or indirect result of Licensee's breach of this

Section or Licensee's failure to comply with laws. For U.S. Government Licensees, Licensee shall indemnify, defend and hold Tyler harmless for any loss or damage Tyler incurs as a direct or indirect result of a breach of this Compliance with Law Section by the U.S. Government Licensee.

20. **Export Control**

Licensed Software and Documentation furnished to under this Agreement may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Both Parties are bound by U.S. export statutes and regulations and shall comply with all U.S. export laws.

- i. Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, the ITAR 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the EAR, 15 C.F.R. § 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the receiving Party agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons (as defined by the ITAR) employed by or associated with, or under contract to the such receiving Party or its respective lower-tier suppliers, without the disclosing Party's prior approval and the authority of an export license, agreement, or applicable exemption or exception.
- ii. Each Party will promptly notify the other if it is or becomes, listed in any Denied Parties List or its export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

21. **Entire Agreement.**

This Agreement, which consists of Sections A-D with a separate Purchase Order: Software and Services Business Terms for each Licensed Software order, and a separate SOW or Quote (as appropriate) for each Professional Services engagement plus any attachments identified as incorporated into this Agreement (including the Multiple Award Schedule 70 contract for those U.S. Government Licensees purchasing the Licensed Software and Services under such vehicle), is the entire agreement between Licensee and Tyler relating to the specific Licensed Software order or Professional Services engagement and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. Any purchase order or other document

issued by the Licensee (including any online terms as part of a required procurement process) will be for administrative purposes only and any such terms will not alter or supplement this Agreement.

- i. This Agreement will not be modified by any other act, document, usage, custom, or course of dealing unless it is signed by both parties. However, only Licensee's signature or affirmation is required to agree to an unmodified Order Form, or other transaction document or language provided by Tyler. Specified terms in a Quote or SOW (as applicable) will prevail over conflicting terms in the remainder of the Agreement for that transaction or engagement. Tyler reserves the right to periodically update maintenance terms. For those U.S. Government Licensees purchasing maintenance under the Multiple Award Schedule 70, changes the maintenance terms shall be incorporated into the Multiple Award Schedule 70 contract before taking effect.
- ii. Unless otherwise agreed in writing, this Agreement (1) does not terminate the Licensee's license rights and maintenance (support) obligations of any prior Tyler license agreement for other Tyler Licensed Software, and (2) supersedes any previous "clickwrap" license incorporated in the Licensed Software.

22. E-mail Communications.

Licensee consents to receiving email messages from Tyler that may constitute "commercial e-mails" under the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713. Licensee may at any time "opt out" of receiving future e-mails from Tyler.

23. Binding Effect.

This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

24. Assignment.

Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid. However, Licensee may assign this Agreement, without Tyler's written consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that (1) assignor's account with Tyler is current at the time of assignment, (2) assignee is not a direct competitor of Tyler, and (3) assignee shall be bound by the terms and conditions of this Agreement, as written. The assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or relocate the assigned Licenses subject to Tyler's then-current fees.

25. Severability.

If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere. The exclusion of damages in Section B4(b) shall survive a finding that an exclusive remedy failed of its essential purpose.

26. Order of Precedence.

In the event of a conflict among any of the terms set forth in the Purchase Order or this Agreement, the Purchase Order will govern. For contracts issued by the US Government, the order of precedence shall be in accordance with FAR 15.406-3(b) unless otherwise stated in the order issued by the US Government.

Section C: Annual Support and Maintenance Terms and Conditions

1. General.

"Licensee" means the single end-user client organization. The License, granted hereunder shall extend to Licensee's wholly owned subsidiaries or divisions or organizations within the agency, but not to other entities, Federal agencies or governmental departments.

2. Maintenance.

During any period for which Licensee has made the required maintenance payment, Licensee shall be entitled to receive the following from Tyler:

- i. Updates (as described below);
- ii. Defect Correction (as described below);
- iii. Telephone Support (as determined by your specific support plan located in the Purchase Order or maintenance invoice, and as further described below); and

3. Support.

Subject to Licensee's payment of the annual support fee, Tyler agrees to provide annual support of the Licensed Software delivered to Licensee pursuant to this Agreement. For Licensees other than U.S. Government Licensees, Licensee agrees to subscribe to the Annual Support Agreement unless a written notification of termination is submitted to Tyler prior to commencement of annual support anniversary date. In the event that Licensee allows its payment for Annual Support and Maintenance to lapse, Tyler shall charge (at its discretion)

and Licensee shall pay (i) all back maintenance fees to cause the Annual Support and Maintenance to be current; and (ii) a reinstatement fee equal to \$5,000. For U.S. Government Licensees, any agreement for Annual Support (or renewal thereof) shall be in accordance with the exercise of an option year and application of the funding for such renewal. Moreover, if a U.S. Government Licensee allows its payment Annual Support and Maintenance to lapse, after Tyler's reasonable attempts to contact the U.S. Government Licensee to renew, Tyler will (at its discretion) cease providing such support services. Any fees for the lapsed coverage period, Tyler will be entitled to pursue such fees via an equitable adjustment claim under the Contracts Dispute Act. A "lapse" as used herein means any period of time that occurs after the Annual Support and Maintenance period has expired.

4. Updates.

Tyler shall provide Licensee all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available to other Case Management Development Platform Software customers of Tyler.

5. Defect Correction

- i. Licensee shall report suspected Defects in the Licensed Software to Tyler using the Tyler hotline or the Internet, and shall document the suspected Defect. If the Defect is confirmed, Tyler shall use commercially reasonable efforts to provide a Correction to Licensee.
- ii. Tyler shall not be responsible for Defect Correction in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that Tyler shall continue to support prior Licensed Software releases for a period of not more than six months after the most recent release.
- iii. Tyler reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Licensed Software, or issues relating to third party equipment and Licensed Software unless subject to a mutually agreed SOW or Quote (as applicable) to provide such Professional Services for additional fees.
- iv. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by Tyler within a reasonable time after such procedures have been received.

6. Telephone Support.

Tyler shall provide telephone support so as to allow Licensee to report problems and to seek assistance in the use of the Licensed Software. Tyler provides

telephone support from 7AM to 8PM Eastern Time, Monday through Friday. Upon receipt of the initial call Tyler will provide a maintenance call identification number. Tyler shall return support calls within a commercially reasonable time, normally one (1) hour, after receipt of Licensee's call. During this call back, Tyler will employ reasonably commercial efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem. Tyler may, upon request, provide Licensee with a beeper number to contact for support during weekday and weekend hours that are outside the telephone support hours of operation.

7. Major Defect.

When Licensee reports a Major Defect to Tyler using the Tyler hotline, Tyler shall immediately proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such major defect and (ii) unless the major defect is corrected within forty-eight hours of Tyler's receipt of Licensee's report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the major defect on the operation of the Licensed Software until the major defect is corrected. For purposes of this Agreement, a major defect means that most or all of the Licensed Software functionality is rendered inoperable.

8. Minor Defect.

When Licensee reports a Minor Defect to Tyler using the Tyler hotline, Tyler shall within a commercially reasonable time initiate efforts to (i) recreate and correct such minor defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the minor defect on the operation of the Licensed Software until the minor defect is corrected. For purposes of this Agreement, a minor defect means that some of the Licensed Software functionality is rendered inoperable, or most or all of the Licensed Software functionality is substantially reduced in effectiveness or throughput.

9. Documentation.

Tyler will provide to Licensee, at Tyler's option, either in hard copy or by electronic media updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software.

10. Supported Versions.

Tyler shall not be responsible for correcting major defects or minor defects in any version of the Licensed Software other than the most recent release of the

Licensed Software, provided that Tyler shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.

11. Licensee Responsibilities.

Tyler shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee's Equipment, (B) software not licensed pursuant to this Agreement, (C) Abnormal Use, or (D) any other cause not attributable to Tyler; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform Professional Services that would normally be provided at Licensee's business location.

12. Excluded Items.

- i. Tyler's maintenance/support obligations shall not include:
 - i. providing assistance (beyond an initial communication) or consulting time relating to problems, caused by (i) malfunction or failure of the computer system and communications network on which Licensee has installed and is using the Licensed Software, (ii) Licensed Software not licensed pursuant to this Agreement, (iii) Misuse, (iv) improper installation or configuration by Client, third party consultants, or Support Contractors, (v) failure to incorporate Updates or Corrections, or (vi) any other cause not attributable to Tyler;
 - ii. providing training covered in formal training classes;
 - iii. performing Professional Services that would normally be provided at Licensee's business location;
 - iv. development or support for any Licensed Software customizations or custom reports;
 - v. database schema changes, or supporting application program interfaces ("APIs") not provided or approved by Tyler;
 - vi. supporting hosting providers not certified by Tyler; or
 - vii. Tyler University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by Tyler.
- ii. If Tyler notifies Licensee that a problem, error or malfunction for which Licensee has requested maintenance is not covered, Tyler will work with Licensee to develop a mutually agreed SOW or Quote (as applicable) under which Tyler will perform such services at Tyler's then-current rates. For those U.S. Government Licensees who purchased maintenance services under the Multiple Award Schedule (MAS) 70 contract, and such services require professional services, the then-current rates set forth in the MAS 70 contract shall apply.

Section D: Professional Services Terms and Conditions

1. Professional Services.

Tyler shall provide Professional Services when mutually agreed in an SOW or Quote (as applicable). Unless otherwise agreed in writing by Tyler, the terms and conditions of this Agreement will apply to any Professional Services provided to Licensee by Tyler after the Effective Date, whether or not this Agreement is referenced and whether or not an SOW or Quote (as applicable) is executed. Licensee acknowledges that the ultimate responsibility for the Professional Services rests with Licensee and that Tyler's role is to assist Licensee in that endeavor. Any staff or personnel provided by Tyler to provide the Professional Services under an SOW or Quote (as applicable) are referred to as "Consultants".

2. Project Management.

Licensee shall appoint an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the "Project Manager") and shall provide Tyler in writing with the name and contact information for that Project Manager.

3. Work on Licensee's Premises.

Tyler shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee while such Consultants are on Licensee's premises, provided that Licensee provides Tyler with reasonable advance notice of those policies. For U.S. Government Licensees, Tyler shall comply with all security requirements as set forth in the contract award.

4. Licensee's Cooperation.

Tyler's performance depends upon Licensee's timely and effective cooperation in connection with the Professional Services, including providing Tyler with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. Tyler will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Unless otherwise specified in an SOW or Quote (as applicable), Tyler may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification. Should the data contain errors or inaccuracies,

Licensee shall be responsible for the time it requires for Tyler's consultants to expend to resolve the identified errors or issues.

5. Statement of Work.

All work performed by Tyler will be documented in an SOW or Quote (as applicable). Each SOW or Quote (as applicable) shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee. If there is a conflict between this Agreement and the SOW or Quote (as applicable), the SOW shall control. For those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the then-current hourly rates as well as the terms and conditions set forth in the MAS 70 contract shall apply.

6. Change Orders.

Either party may propose changes in the scope of the SOW or Quote (as applicable), but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a "Change Order").

7. Scheduling.

Tyler will try to accommodate work schedule requests of Licensee to the extent commercially practicable. Tyler reserves the right to change such schedule for any SOW if the assigned Consultants are unable to perform scheduled Professional Services because of illness, resignation, weather, or other causes beyond Tyler's reasonable control. Tyler will make commercially reasonable efforts to replace any such Consultant within a reasonable time in order to limit impact on the schedule.

8. Cancellation or Rescheduling of SOWs.

Licensee may cancel or reschedule (if previously scheduled) all or part of any SOW upon thirty (30) days' advance written notice (" Notice Period") and provide a detailed reason for the cancellation. Upon cancellation of an SOW in progress, Licensee will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation (such as lodging cancellation charges or air travel change fees). An SOW may be rescheduled at no cost, other than any reasonable costs directly related to rescheduling (such as lodging cancellation charges or air travel change fees). Tyler will make reasonable efforts to accommodate Licensee's requested dates but the rescheduled SOW dates, although mutually agreed, shall be based on availability of Consultants. If Licensee cancels or reschedules an SOW with less

than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period. However, the fee may not exceed the remaining number of days scheduled on the SOW. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, Changes shall be made in accordance with FAR 52.212-4 (Changes).

9. Fees and Expenses.

Unless otherwise provided in an SOW or Quote (as applicable), Licensee shall pay Tyler on a time and materials basis at Tyler's then-current rates. Hourly rates or fees for Professional Services performed shall be set forth in the applicable SOW or Quote (as applicable). Unless otherwise agreed in writing in the SOW or Quote (as applicable), the minimum labor charge for any single day is eight hours. This previous sentence shall not apply to U.S. Government Licensees purchasing Services under the MAS 70 contract. Billable amounts incurred in excess of eight hours per day will be billed at the standard, straight-time hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse Tyler for and will be invoiced for all travel and other expenses. Out-of-pocket expenses will be reimbursed on a pass-through basis based on the net cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee acknowledges that Tyler or its affiliates may receive frequent flyer miles, hotel "points", commissions, rebates, fees or other consideration ("Benefits") as a result of relationships with travel service providers, alliance companies, software, hardware, and other vendors. Licensee agrees that Tyler is not obligated to provide a credit for or reimbursement to Licensee for Benefits. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, fees and expenses owed to Tyler shall be in accordance with the authorized Task or Delivery Order written against the MAS 70 contract. Moreover, payment by U.S. Government Licensees for travel shall be reimbursed in accordance with Public Law --.234 and FAR Part 31.

10. Acceptance of Deliverables.

The process for accepting any and all deliverables under a SOW or Quote (as applicable) and this Section D will be in accordance with the following:

- Tyler will submit all deliverables other than software in writing.
- Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes.
- Within 10 business days of the requested changes Tyler will resubmit the deliverable.

- Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find the resubmitted deliverable acceptable the above process will continue.
- If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.

Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the acceptance process shall be in accordance with FAR 52.212-4(a) and the above referenced terms if incorporated into the contract award.

11. Projection Equipment.

If requested by Tyler, Licensee will make available for use projection equipment for on-site training classes. Alternatively and upon prior written request, Tyler will provide projection equipment for an additional charge. For U.S. Government Licensees, any charges for projection equipment shall be included in the contract award and be funded accordingly.

Updated 02/21/22



CHAMP END USER LICENSE AGREEMENT

Commercial License Terms

1. Services.

- a. Software Service. Champ Titles, Inc., a Delaware Corporation ("Champ") will provide _____ ("Client") with access to the Software Service specified on Exhibit A during the term of the agreement between Client and Champ (together with these Commercial License Terms, the "Agreement") for internal business purposes, subject to Client's compliance with the Agreement. The Software Service will be provided using Champ's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information ("Champ Technology").
- b. Acceptance. Acceptance of the Software Service shall be deemed to occur when the Software Service is placed in live productive use for Client.
- c. Updates. Champ will provide updates (e.g., bug fixes, vulnerability mitigation, data integrity issues, minor regulatory compliance and other minor enhancements and versions) to the Software Service that Champ makes available to all customers from time to time at no additional cost.

2. Permitted Uses, Restrictions, and Ownership.

- a. Client is solely responsible for (i) providing and maintaining the hardware and software necessary to access and use the Software Service; (ii) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the Software Service from Client's network or hardware; (iii) identifying and preventing any unauthorized access to, use of, or disclosure of the Software Service or any content on the Software Service by advising Champ promptly, but in no event more than two (2) business days after Client learns of such access, use, or disclosure.
- b. Client shall not (and shall not permit others to) (i) modify or interfere with the Software Service or the Champ Technology; (ii) reverse engineer, decompile, or attempt to discover the source code of the Software Service, or the Champ Technology; or (iii) resell or otherwise use the Software Service for any purpose other than its own internal business purposes.
- c. As between the parties, Champ alone (and its licensors, where applicable) own all right, title, and interest, in and to the Software Service, Champ Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Software Service. Client will not copy, distribute, reproduce, or use any of the foregoing except as expressly permitted under the Agreement. All rights in the Champ Technology not expressly granted to Client are reserved by Champ and its licensors.
- d. Champ acknowledges that as between the parties, Client controls the means and uses of data put into the Software Service by Client or an end user ("Client Data"); *provided,*

however, that Client grants Champ the right to use any and all Client Data: (i) to perform its obligations described in the Agreement, (ii) for back-up or testing purposes, and (iii) to the extent permitted by applicable law, in blinded, de-identified or aggregated form for the purpose of data analysis, compilation, interpretation, study, reporting, publishing, improvement of the Software Service, and product and service development.

- e. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Software Service, and for its end users' use of the Software Service. Client is responsible for all activities conducted under its login credentials. Champ has the right at any time to terminate or suspend access to any user if Champ reasonably believes that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the Software Service, any Client Data, Champ, or Champ's other customers.

3. **Disclaimers.** **Except as otherwise provided in the Agreement, Champ provides all services to Client without warranties, express or implied.** Client acknowledges that the payment and data processing activities will require transmission of Client Data over the Internet, and that the Internet consists of multiple participating networks that are not subject to the control of Champ. Client therefore understands and agrees that to the extent such networks are not subject to Champ's control, Champ cannot and does not guarantee the privacy, security, or authenticity of any information transmitted over the Internet, due to the nature of the Internet.

4. **Limitation of Liability.** IN NO EVENT SHALL CHAMP'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT EXCEED (A) WITH RESPECT TO BREACH OF SECURITY OF CLIENT DATA, THE NET REVENUES RECEIVED BY CHAMP ASSOCIATED WITH THE AGREEMENT IN THE PREVIOUS 12-MONTH PERIOD, OR (B) WITH RESPECT TO OTHER CLAIMS, NET REVENUES RECEIVED BY CHAMP ASSOCIATED WITH THE AGREEMENT IN THE PREVIOUS 6-MONTH PERIOD. "NET REVENUES" MEANS TOTAL REVENUES LESS MERCHANT AND INTERCHANGE FEES. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CHAMP SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY DEFECT IN OR FAILURE CAUSED BY CLIENT OR ITS OTHER CONTRACTORS, OR OF THE TELECOMMUNICATIONS NETWORK CONNECTING CLIENT, END USERS, OR THEIR

SYSTEMS OR EQUIPMENT TO THE SOFTWARE SERVICE.

affirmative action to be taken by Champ due to governmental mandates or flow down regulation.

- 5. Government Restricted Rights.** The Software Service and any accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any government funds. Accordingly, if Client is an agency of the US Government or any contractor therefor, Client only receives those rights with respect to the Software Service as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. Any use modification, reproduction, release, performance, display, or disclosure of the Software Service by any government shall be governed solely by the terms of these Commercial License Terms and shall be prohibited except to the extent expressly permitted herein. Client shall not use the Software Service to provide services to any public sector, government or end user where such would affect Champ's rights in the Software Service or require any
- 6. Miscellaneous.** If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in these Commercial License Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. The parties can amend the Agreement only by a written agreement of the parties that identifies itself as an amendment to the Agreement. The Agreement comprises the entire agreement between Client and Champ regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. The following Sections shall survive any expiration or termination of these Commercial License Terms: Section 2 subparts (b)-(e) "Permitted Uses, Restrictions, and Ownership", Section 3 "Disclaimers", Section 4 "Limitation of Liability" and Section 6 "Miscellaneous."

Exhibit A**Software Service****CHAMP Titles' Vehicle Services Platform**

CHAMP Titles' (CHAMP") Vehicle Services Platform brings the industry's first patented, SaaS-based comprehensive modernization solution to state title issuing authorities. CHAMP enables full digital title, registration, lien management, and associated capabilities to benefit the entire vehicle title ecosystem. Our scalable, modular, cloud-base blockchain back-end system allows states with any level of current technology to offer a universal digital experience for dealers, lenders, insurance carriers, OEMs, state MVA's, and citizens themselves. In addition, because our solutions are SaaS, our state agency customers will always offer their constituents the advantages of the highest levels of capabilities and security.

EXHIBIT D

The Solicitation; [RFP - Citizen Engagement Platform \(KM21-47\) \(FINAL\).pdf | Powered by Box](#)

Description

Issuing Procurement Unit Utah Division of Purchasing & General Services
 Conducting Procurement Unit Utah Division of Purchasing & General Services

Citizen Engagement Platform

SOLICITATION # KM21-47

This Request for Proposals ("RFP"), having been determined to be the appropriate procurement method to provide the best value to the Conducting Procurement Unit, is designed to provide interested Offerors with sufficient basic information to submit proposals. This Request for Proposals ("RFP") is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence.

Purpose of this Solicitation

The purpose of this RFP is for the State of Utah in conjunction with NASPO ValuePoint to conduct a solicitation and implement NASPO ValuePoint Master Agreements with vendor(s) to provide versatile online Citizen Engagement Platforms. While this RFP is not for a specific solution, States have independently researched and identified a need for online platforms where citizens can access government applications and services available on the web, mobile, and screen-less devices.

The State is looking for a variety of solutions to make available to Participating States with options and flexibility to use these services for their differing customer bases, technology platforms, and revenue models. The awarded Citizen Engagement Platforms are to be of interest to public entities at all levels of government.

This RFP and resulting contract award(s) is a solutions-based solicitation; meaning the State of Utah is seeking equipment, products, and/or services that meet the requirements of this RFP and that are commonly desired or are required by law or industry standards. Offerors may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, and/or services identified in this RFP.

Given the cooperative nature of this RFP, it is expected that offerors shall propose a wide array of solutions, equipment, products, and/or services at lower prices and with better value than what they would ordinarily offer to the public or to a single government entity.

Background of the Conducting Procurement Unit

NASPO ValuePoint a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company dedicated to strengthening the procurement community through education, research, and communication. NASPO is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

State agencies and political subdivisions across the nation administer numerous websites and online applications. As this use is only going to increase this RFP would establish a new NASPO ValuePoint portfolio for Citizen Engagement Platforms with the Categories available as listed below.

Award Categories

This RFP includes the following Categories for which Offerors may submit a proposal to qualify for one or multiple Categories -

1. **Platform Management:** A software solution that will offer a variety of applications to help customers (i.e., public entities) manage systems across platforms. Platform management will answer questions and contain solutions that remember, remind, and respond to users.
2. **Master Data Management:** A software solution that will provide the means to associate various records pertaining to an individual. Includes technology to ensure uniformity and accuracy of master data assets and coordination of data across all platforms. Allows a public entity to create and manage a central, persistent system of record or index of record for master data. Solution supports ongoing master data stewardship and governance requirements through workflow-based monitoring and corrective-action techniques.

3. **Chatbots and Customer Service:** A software solution that provides Robotic Process Automation (RPA) to assist government agencies by responding to frequently asked questions quickly to complete a transaction or find information.
4. **Customer Engagement:** A software solution that provides a centralized platform to manage multiple interactions with customers. Provides a platform for studying customer behavior through all channels and touchpoints of interaction such as phone, in-person, or online.
5. **Social Listening:** A software solution that allows entities to view the “voice of the customer” across all input channels such as through email, web forms, social media, and inbound calls. Solution utilizes a dashboard to effectively identify issues, satisfaction, and needs.

An individual proposal must be submitted for each Category Offeror is seeking an award in.

Additional Value Add Items / Services may be proposed by an Offeror within an Award Category it is seeking an award in. Such value add items / services are to be included within Offeror's proposal within its Attachment D(3) - Value Added (VA) Items submission. Such value added solutions may include, but are not limited to, solutions as - identity management, referrals engine, user behavior analytics, digital wallets, web hosting, Website & web app development, eCommerce services and payment processing, etc.

Expectations for Deliverables by the Conducting Procurement Unit

A successful Offeror under this RFP is able to minimally demonstrate through its proposed Level of Expertise, Risk Assessment, Value Add, Service Plan, and Real World Use Plan the following for each Category they are seeking an award in -

1. Provides onboarding and implementation services.
2. Demonstrated experience implementing the proposed solution.
3. Demonstrated experience integrating solution into existing public entity systems..
4. Demonstrated capacity to manage customer engagement platforms for large entities experiencing high website traffic.
5. Is able to successfully manage multiple projects simultaneously.
6. Provide an interactive demonstration of services offered.
7. Provides a live website for the State's Sourcing Team (Evaluation Team) to review a sample of the proposed solution in practice.
8. Demonstrated full support services available to citizens / users at any time, including nights and weekends. Continuous support requested, with minimal downtime.
9. Demonstrated capacity to perform work.
10. Demonstrated ability to travel pursuant to Participating State needs.
11. Demonstrated experience and protocol for handling sensitive data.
12. It is the original software publisher for the proposed solution. *Proposals will NOT be accepted from software resellers or system implementers / integrators who are not the actual publisher for the software solution being proposed.*

If at any time during the evaluation process or resulting contract term it is determined that Offeror does not meet any one of the Expectations or Requirements outlined within this RFP, the State may reject an Offeror's proposal /awarded contract.

Value Add Solutions That Involve Third-Party Software Solutions

Offeror must be an original software publisher of the solution offered within the Category it is seeking an award in. An Offeror may nonetheless submit value added solutions that involve third-party software solutions. An Offeror that chooses to offer third-party software solutions as part of their value-added offerings must submit copies of all third-party end user licensing agreements (distributed with such software) as supplemental documents with its proposal. These documents are to be uploaded as part of its responses to Question 9.5 within the Questions section regarding exceptions to the Terms and Conditions.

The supplemental documents will be included as exhibits in the awarded subsequent Master Agreement for the Offeror, but it will be at the discretion of each Participating State or Participating Entity to review, negotiate and/or utilize these documents within their Participating Addendum. Purchasing Entities that acquire third-party software solutions shall be subject to the end user licensing agreements distributed with such software, unless otherwise stated in a Participating Addendum or as negotiated between the Purchasing Entity and third-party software provider.

Project Goals for the Conducting Procurement Unit

The Goals for this solicitation include -

1. Provide multiple options to Participating States for Customer Engagement Platforms that meet the Expectations and Requirements outlined in this RFP.
2. Allowing Offerors the flexibility within the defined Categories to demonstrate they are the industry expert for the Categories they are seeking an award in, through provided metrics.
3. Allowing Offerors the flexibility to propose value added items/solutions/services related to the Categories they are seeking an award in.

Closing Date and Time

The closing date and time for this sourcing event is provided below in the **Anticipated Schedule**. If your time zone is different from that shown, your profile may be set to a different time zone. Please see the attachment titled "Changing Your Time Zone" in the Buyer Attachments section for directions on how to update your profile. It is your responsibility to make sure you submit your response by the date and time indicated above.

Contract Award

It is anticipated that this RFP will result in multiple contract awards. The methodology or formula that will be used to determine the number of contract awards is all those vendors who meet all mandatory minimum requirements, required score thresholds and achieve at least 75% of the total points available qualify for an award, pending successful Terms and Conditions (T&Cs) negotiations.

Contract negotiations for a master agreements (contracts) will only begin with those vendors meeting this award threshold after they have provided a verified request from an entity eligible to use the Master Agreement indicating the entity's intent and need to use the resulting Master Agreement.

Additional Agreement with NASPO - Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Reseller's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

The State of Utah Division of Purchasing does not guarantee any purchase amount under an awarded contract. Estimated quantities are for solicitation purposes only and are not to be construed as a guarantee.

Future Procurements

The State of Utah reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.

Length of the Contract

The contract resulting from this RFP will be for FIVE (5) years with 2 one-year renewal options available, or the time identified by the awarded vendors during the clarification phase.

Anticipated Schedule

The following is the anticipated schedule for this procurement. The Division reserves the right to alter these dates. All deadlines are prevailing (Daylight or Standard) Mountain Time.

ACTIVITY	DATE
RFP Issued	April 1, 2021
Offeror Webinar Google Meeting (https://meet.google.com/ntp-viio-uvn)	April 5, 2021 at 1:00pm MDT
This webinar will be recorded, with the recording published as an amendment to the RFP at the conclusion of the webinar.	
Deadline for Questions during the Question and Answer Period	April 27, 2021 at 1:00pm MDT
RFP Offeror Submittals Due Date	May 17, 2021 at 1:00pm MDT
Identification of Potential Awarded Offeror	June 11, 2021 (tentative)
Clarification Kick-Off Meeting (remote)	June 11, 2021 (tentative)
Signing of Contract	As Needed - Refer to Contract Award Section for details impacting timeline
Anticipated Authorization to Proceed	As Needed - Refer to Contract Award Section for

details impacting timeline

It is the sole responsibility of the Offerors to examine, with appropriate care and diligence prior to submitting its response to the RFP, the RFP and all conditions which may in any way affect its response or performance under the Contract (if awarded).

Participating State / Entity Use

In addition to the Lead State (State of Utah) conducting this solicitation, the other States that have requested to be named in this RFP as potential users of the resulting Master Agreement are listed in Attachment I. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique Terms and Conditions for their state that will govern their state Participating Addendum in Attachment I. These Terms and Conditions are being provided as a courtesy to proposers to indicate which additional Terms and Conditions may be incorporated into that state Participating Addendum after award of the Master Agreement. Each State reserves the right to negotiate additional Terms and Conditions in its Participating Addendums.

The Lead State will not address questions or concerns or negotiate other States’ terms and conditions. The Participating States must negotiate these Terms and Conditions directly with the supplier.

Attachment I also includes estimated annual spend volume from States that have indicated an interest in participating (some states did not provide an estimate). No minimum or maximum level of sales volume is guaranteed or implied.

Each Participating Entity has the option to select one or more award Categories or services from the resulting Master Agreement(s) during the execution of the Participating Addendum process.

Each Participating Entity has the option to negotiate an expanded product line within the product category offering and within the scope of this RFP during the Participating Addendum process.

Canadian Participation: Subject to the approval of the Contractor, any Canadian provincial government or provincially funded entity in Ontario, Quebec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Northwest Territories, Nunavut, Yukon, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

The resulting Master Agreement will be awarded with the understanding and agreement that it is for the sole convenience of the Participating Entities. The Participating Entities reserve the right to obtain like goods or services from other sources when necessary.

This RFP is designed to provide interested offerors with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Proposals must be concise and as short as possible to allow for efficient evaluation. Blanket marketing material and unnecessary elaborate brochures or representations beyond what is sufficient to present a complete and effective proposal are not acceptable.

Prerequisites

★ Required to Enter Bid

1 ★ **Instructions To Vendor :**

Vendors must complete and upload Attachments B, C, and D.

Certification

I certify that I have read and agree to this prerequisite.

Vendor Must Also Upload a File:

No

Prerequisite Content:

The objective criteria, or mandatory minimum requirements, that will be used to evaluate this solicitation are the completion of Attachments B, C, and D (including D1, D2, D3, D4, and D5).

Attachments C and D (including D1, D2, D3, D4 and D5) must be completed for each Category a vendor is seeking an award in.

Attachments B, C, D, D.4, and D.5 can be found in the Buyer Attachment section of this solicitation.

Vendors must complete the forms and then upload their responses to Questions Groups 3, 4, 5, 6, 7, and 8 as appropriate, and depending on the Award Categories Offeror is seeking an award in.

2 ★ **Instructions To Vendor :**

Vendors must complete and upload Attachments C, D (includes D1, D2, and D3), D.4, and D.5.

Certification

I certify that I have read and agree to this prerequisite.

Vendor Must Also Upload a File:

No

Prerequisite Content:

To determine which proposal provides the best value to the State, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the subjective criteria listed in this prerequisites section.

The subjective criteria are located in -

- Attachment D – Project Capability in attachment D1, D2, and D3,
- Attachment D.4 - Service Plan,
- Attachment D.5 - Real World Use Plan, and
- Attachment C - Cost Proposal Form.

Vendors must review and complete Attachment C and D (including D4) as described in the provided templates.

3 ★ **Instructions To Vendor :**

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

Prerequisite Content:

PROPOSAL EVALUATION PROCESS

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

Objective Criteria

Completed Attachment B - Key Personnel Form
Completed Attachment C - Price Proposal Form
Completed Attachment D - Project Capability (including the D.4 - Service Plan and D.5 - Real World Use Plan)
Addresses each of the Expectations outlined in the solicitation
Offeror is the original software publisher for its proposed solution. Proposals will not be

Scoring
Methodology
Pass / Fail
Pass / Fail
Pass / Fail
Pass / Fail
accepted from

software resellers	Pass / Fail
Proposal is submitted according to the requirements of the published RFP	Pass / Fail
Submission submitted in SciQuest on time (Vendor clicked submit and uploaded and answered all necessary documents and questions)	Pass / Fail

Stage 2: Technical Proposal Evaluation

Solicitation responses that have received a passing score in each of the objective scoring criteria will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in this solicitation. Proposals will be evaluated against the evaluation criteria as follows:

<u>Evaluation Criteria</u>	<u>Scoring Methodology</u>	<u>Total Possible Points</u>
Attachment D1 - Level of Expertise Plan (LE)	1, 5, or 10	1,000 points
Attachment D2 - Risk Assessment Plan (RA)	1, 5, or 10	250 points
Attachment D3 - Value Added Plan (VA)	1, 5, or 10	250 points
Attachment D4 - Service Plan	1, 5, or 10	750 points
Attachment D.5 - Ease of Use Functionality	1, 5, or 10	750 points
Attachment D.5 - Real World Examples	1, 5, or 10	500 points
Attachment D.5 - Data Privacy Controls	1, 5, or 10	500 points
Attachment C - Cost Proposal Form	1, 5, or 10	1,750 points
Total Technical Score		5,750 points

The evaluation team will score the above criteria using the scoring methodology outlined within the Attachment H - Interactive Scorecard. Vendor proposals will be scored individually per Category they submit a proposal for.

The evaluation committee, for this RFP, will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores.

Only those Offerors still remaining in the evaluation and that achieve a minimum score threshold of 75% of the total points available from Stage 2 for the Category they are seeking an award in will qualify for an award determination in that Category. Offerors with a score of less than the minimum required technical points for the given Category will be deemed non-responsive and ineligible for further consideration for that Category.

Refer to the provided Attachment H - Interactive Scorecard for an illustration for how this scoring methodology will be applied against the points available for each Category.

4 ★ Instructions To Vendor :

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. See the Buyers Attachment section.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

Prerequisite Content:

Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, an Offeror must complete the Claim of Business Confidentiality form, at the time the proposal is submitted, with the following information:

- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic “redacted” (excluding protected information) copy of the proposal. Copy must clearly be marked “Redacted Version.”

The Claim of Business Confidentiality form is attached to this solicitation as Attachment G - Claim of Business Confidentiality. An entire proposal cannot be identified as “PROTECTED”, “CONFIDENTIAL” or “PROPRIETARY”.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the evaluation committee. Materials submitted may be returned only at the State's option.

5 ★ Instructions To Vendor :

Offeror may take exception and/or propose additional language to the Standard Terms and Conditions that have been attached to this RFP, only as provided herein.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

Prerequisite Content:

Any contract resulting from this RFP will include, but not be limited to the Standard Terms and Conditions.

Exceptions and/or additions to the Standard Terms and Conditions are strongly discouraged. However, any requested exceptions and/or additions to the Standard Terms and Conditions must be submitted as an answer to the corresponding question in the Question Section of this solicitation. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Question and Answer period regarding the Standard Terms and Conditions.

The State may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the Attorney General's Office or other applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest of the procurement unit.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

For any proposed change(s), Offeror must provide the NASPO ValuePoint Standard Terms and Conditions (Attachment A) for this solicitation in Microsoft Word format with redline edits. Additional terms or documents must be submitted in separate Microsoft Word documents. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatory required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The State may reject a proposal if the offeror who submitted the proposal fails to sign a contract within 90 days after the contract award.

6 ★ **Instructions To Vendor :**

The issuing procurement unit may not accept a proposal after the time for submission of a proposal has expired.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

Prerequisite Content:

Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their bid. Then click the blue box labeled "Submit Response" in order to submit their bid.

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation.

When submitting a proposal or modification to a proposal electronically, Offerors must allow sufficient time to complete the online forms and upload documents. This RFP will close at the closing time posted on SciQuest. If an Offeror is in the middle of uploading a proposal when the closing time arrives, SciQuest will stop the process and the proposal or modification to a proposal will not be accepted.

It is the Offeror's responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

Be aware that entering information and uploading documents onto SciQuest may take time. Offerors should not wait until the last minute to submit a proposal. Offerors are strongly encouraged to start the submission process early in order to allow sufficient time for completing their proposal. If an offeror is still working on its proposal when the solicitation closes then when the screen refreshes to the next page, it will receive a 500 Session Timed Out Application Error. After reopening the solicitation an offeror will see that the solicitation is closed and it will not be allowed to submit its proposal. As such, it is strongly recommended that proposals be uploaded and completed at least two days before any established deadline in the solicitation so that a proposal will not be received late and be ineligible for award consideration.

7 ★ **Instructions To Vendor :**

Additional information regarding this solicitation.

Certification

I certify that I have read and agree to the terms above.

Vendor Must Also Upload a File:

No

Prerequisite Content:

Addenda

Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a proposal has been submitted, in case an addendum has been issued by the issuing procurement unit.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time. After the due date and time for submitting a proposal to this RFP, at the discretion of issuing procurement unit, addenda to this RFP may be limited to Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP.

Question and Answer Period

The Question and Answer period closes on date and time specified on SciQuest. All questions must be submitted through SciQuest during the Question and Answer period. Answers from the State will be posted on SciQuest. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on SciQuest. Offerors should periodically check SciQuest for answered questions and addenda before the closing date. It is the responsibility of the Offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

Property of the Division

All documents submitted by the Offeror in response to this RFP become the property of the Division and will not be returned to the Offeror, except for the protected records as described below. (Government Records Access and Management Act (GRAMA)).

Errors

If the Offeror identifies any mistake, error, or ambiguity in the RFP at any time during the procurement process, it is the duty of the Offeror to notify the Division of the recommended correction in writing.

Prohibited Activities

Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT for the State of Utah Division of Purchasing procurement officer overseeing this RFP.

If the Offeror or anyone representing the Offeror offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the State of Utah or any of its employees, agents or representatives at any time during this procurement process the Division will immediately disqualify the Offeror.

Late Proposals

The Division will not consider any late Proposals. Proposals received after the deadline for submittal of Proposals will be returned to the Offeror, unopened.

State Rights

The State may investigate the qualifications of any Offeror under consideration, may require confirmation of information furnished by an Offeror, and may require additional evidence of qualifications to perform the Work described in this RFP. The State reserves the right, in its sole and absolute discretion, to:

1. Reject any or all Proposals.
2. Issue a new RFP.
3. Cancel, modify, or withdraw the entire RFP.
4. Cancel the award of any Contract before execution without liability.
5. Issue Addenda, supplements, and modifications to the RFP.
6. Modify the RFP process (with appropriate notice to Proposers).
7. Appoint an Evaluation and Selection Committee and evaluation teams to review Proposals, and seek the assistance of outside technical experts in Proposal evaluation.
8. Revise and modify, at any time before the Proposal Due Date, the factors it considers in evaluating Proposals and to otherwise revise or expand its evaluation methodology. The Division may extend the Proposal Due Date if such changes are deemed by the Division, in its sole discretion, to be material and substantive.
9. Hold meetings and/or exchange correspondence with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If individual informational meetings are held, the Division affords all Proposers an opportunity to participate in such meetings.

10. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
11. Waive weaknesses, discrepancies, informalities, omissions or minor irregularities in Proposals, and seek and receive clarifications to a Proposal.
12. Hold the Proposals under consideration for the duration of the Contract Award Period.
13. Refuse to consider a Proposal, once submitted, or reject a Proposal if such refusal or rejection is based upon, but not limited to, the following:
 1. Default on the part of an Offeror under previous contracts with the State;
 2. Unsatisfactory performance of previous work by Offeror under previous contracts with the State;
 3. Debarment or suspension under Division or Federal regulations to the Offeror;
 4. Any other reason affecting the Proposer's ability to perform, or record of business integrity; and/or
 5. The Proposer is not otherwise qualified and eligible to receive an award of the Contract under applicable laws and regulations.

Disclaimers

This RFP does not commit the State to enter into a Contract, nor does it obligate the State to pay for any costs incurred in preparation and submission of Proposal(s) or in anticipation of a Contract. By submitting a Proposal, a Proposer disclaims any right to be paid for such costs.

In no event is the State to be bound by, or liable for, any obligations with respect to the Work or the Project until such time (if at all) as the Contract, in form and substance satisfactory to the State, has been executed and authorized by the Division and approved by all required authorities.

Offerors are responsible to review Part 16 of the Utah Procurement Code and applicable rules to understand the State's protest process. Any protest not set forth in writing within the time limits specified in Part 16 is null and void and will not be considered.

In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.

Proposal Revisions

During the clarification phase the State may enter into a discussion with the selected Offeror to determine final costs based on the final scope of work approved by the State and the vendor. During these discussions the selected Offeror's total price may not go higher than originally priced.

Equivalent Specification

Wherever in this RFP, an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, "or equivalent" apply; and invites the submission of equivalent products by the Offerors.

Samples

Offerors may be required to submit product samples to assist the chief procurement officer or head of a procurement unit with independent procurement authority in evaluating whether a procurement item meets the specifications and other requirements set forth in the request for proposals. Product samples must be furnished free of charge unless otherwise stated in the invitation for proposals, and if not destroyed by testing, will upon written request within any deadline stated in the invitation for proposals, be returned at the Offeror's expense. Samples must be labeled or otherwise identified as specified in the invitation for proposals by the procurement unit.

New Technology

Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

If the State of Utah Department of Technology Services is conducting this RFP then the Department of Technology Services has the authority to allow any and all State of Utah Executive Branch Agencies to participate in any contract resulting from this RFP in the event a procurement need arises. Allowing additional Executive Branch Agencies to participate in a contract resulting from this RFP will require a contract amendment and participation will be limited to the procurement items or scope of work identified in this RFP. All technology contract amendments will be issued in accordance with State of Utah Technology Governance Act § 63F-1-205, Utah Procurement Code, and Utah Administrative Rule R33-12-502.

The State of Utah Division of Purchasing does not guarantee any purchase amount under an awarded contract. Estimated quantities are for solicitation purposes only and are not to be construed as a guarantee.

8 ★ Instructions To Vendor :

Offeror must guarantee its pricing for the period described in this RFP.

Certification

I certify that I have read and agree to this prerequisite.

Vendor Must Also Upload a File:

No

Prerequisite Content:

Pricing must be guaranteed as provided within the Attachment A NASPO ValuePoint Terms and Conditions. Refer to Attachment A section VI.

Buyer Attachments

Description of Solicitation Process - Customer Engagement Platform.docx	Description of Solicitation Process - Customer Engagement Platform.docx	../Attachments/Description of Solicitation Process - Customer Engagement Platform.docx
Attachment A - NASPO ValuePoint Terms and Conditions (final 4.1.2021).docx	Attachment A - NASPO ValuePoint Terms and Conditions (final 4.1.2021).docx	../Attachments/Attachment A - NASPO ValuePoint Terms and Conditions (final 4.1.2021).docx
Attachment B - Key Personnel Form	ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx	../Attachments/ATTACHMENT+B+Key+Personnel+Proposal+Form+-+Updated.docx
Attachment C - Price Proposal Form (final 4.2.2021).docx	Attachment C - Price Proposal Form (final 4.2.2021).docx	../Attachments/Attachment C - Price Proposal Form (final 4.2.2021).docx
Attachment D - Project Capability Templates (amended 4.20).docx	Attachment D - Project Capability Templates (amended 4.20).docx	../Attachments/Attachment D - Project Capability Templates (amended 4.20).docx
Examples of Attachment D	Examples for Attachment D.docx	../Attachments/Examples for Attachment D.docx
Attachment D.4 - Service Plan Template (amended 4.20).docx	Attachment D.4 - Service Plan Template (amended 4.20).docx	../Attachments/Attachment D.4 - Service Plan Template (amended 4.20).docx
Attachment D.5 - Real World Use Plan Template (amended 4.20).docx	Attachment D.5 - Real World Use Plan Template (amended 4.20).docx	../Attachments/Attachment D.5 - Real World Use Plan Template (amended 4.20).docx
Attachment E - Clarification Phase Guide	ATTACHMENT+E+Clairfication+Phase+Guide (1).docx	../Attachments/ATTACHMENT+E+Clairfication+Phase+Guide (1).docx
Attachment F - Weekly Risk Report Guide	ATTACHMENT+F+Weekly+Risk+Reporting+System+Guide.docx	../Attachments/ATTACHMENT+F+Weekly+Risk+Reporting+System+Guide.docx
Attachment F1 - WRR Template.xlsx	Attachment F1 - WRR Template.xls	../Attachments/Attachment F1 - WRR Template.xlsx
Attachment G - Claim of Business Confidentiality.pdf	Recording - Solutions Based Pre-Proposal Webinar - KM21-47(4.5.2021)	Attachment G - Claim of Business Confidentiality.pdf
Attachment H - Interactive Scorecard (amended 4.2.2021).xlsm	Solutions Based Pre-Proposal Webinar	Attachment H - InteractiveScorecard (amended 4.2.2021).xlsm
Attachment I - Potential Participation (updated 4-15).pdf	- KM21-47 4.5.2021.pptx	Attachment I - Potential Participation (updated 4-15).pdf
Attachment J - Detailed Reporting Template - Citizen Engagement Platform.xlsx		Attachment J - Detailed ReportingTemplate - Citizen Engagement Platform.xlsx
Attachment J.1 - Quarterly Detailed Sales Report Instructions - Citizen Engagement Platform.docx		Attachment J.1 - Quarterly Detailed Sales Report Instructions - Citizen Engagement Platform.docx

	../Attachments/Attachment G - Claim of Business Confidentiality.pdf	
Solutions Based Pre-Proposal Webinar - KM21-47 4.5.2021.pptx	../Attachments/Attachment H - Interactive Scorecard (amended 4.2.2021).xism	
	../Attachments/Attachment I - Potential Participation (updated 4-15).pdf	
	../Attachments/Attachment J - Detailed Reporting Template - Citizen Engagement Platform.xlsx	
	../Attachments/Attachment J.1 - Quarterly Detailed Sales Report Instructions - Citizen Engagement Platform.docx	
	https://drive.google.com/file/d/1idi4ytKrtI2NyM-M-PMdDzIzE5jeg9jr/view?usp=sharing	
	../Attachments/Solutions Based Pre-Proposal Webinar - KM21-47 4.5.2021.pptx	
Changing your Time Zone	Changing Your Time Zone.pptx	../Attachments/Changing Your Time Zone.ppt

Questions

★ Vendor Response Is Required

Page 1

Group 1: Acceptance of Prerequisites

- 1.1 Offeror acknowledges that it is the offerors responsibility to upload any and all documents in responding to the solicitation. If the vendors fails to upload a document, uploads an incorrect document, uploads a blank document, or uploads any document incorrectly the State of Utah may not allow the vendor to make changes following the closing of the solicitation. ★
Yes/No
- 1.2 Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local? ★
Yes/No
1. Offeror acknowledges that they do not have financial ties to individuals or entities on an OFAC sanctions list. ★
Yes/No
- 1.4 If Offeror has any information that is not already provided within its proposal that if known to the State would impact the State's determination on offeror's responsiveness for a contract award (i.e., legal action, recent turn-over in major personnel, loss of a major contract, any alleged violations of federal, state or local regulations, etc.), please mark "yes" to this question and upload such information in the space provided below. Otherwise, please mark "no". Please see UCA 63G-6a-120 & 902 for additional details. ★
Yes/No
- 1.5 Please upload information impacting Offeror's responsiveness here. ★
File Upload
- 1.6 Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: www.commerce.utah.gov. ★
Yes/No
- 1.7 In the event that an Offeror offers pricing discounts for educational entities that (1) are applicable to this solicitation and (2) result in lower pricing than what is generally offered to other governmental entities, please attach a separate cost proposal labeled "Educational Pricing" to your proposal. This cost proposal for Educational Pricing is to be submitted in addition to the original Cost Proposal Form and will only be available to authorized end users. The Educational Pricing will not be used to evaluate costs. Offeror acknowledges that it has read and understands this question. ★
Yes/No
1. Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its outstanding tax lien. ★
Yes/No
- 1.9 If awarded a State Cooperative Contract Offeror understands that its resulting contract may be terminated for convenience, without cause, if there is no reported spend for any one fiscal year of its contract. ★
Yes/No

Group 2: Vendor Information

- 2.1 Please provide your firm's legal company name. ★
Text (Multi-Line)

2. Please provide your federal tax identification number. (If the vendor is sole proprietor please do not provide your social security number.) ★
Text (Multi-Line)
2. Please provide your firm's contact information for the resulting contract, including the name, phone number, and email address of your firm's authorized representative. ★
Text (Multi-Line)
2. Please provide your ordering address and the remit to address. Please clearly identify each address. ★
Text (Multi-Line)
2. Please provide your firm's State of Utah Sales Tax ID Number. If you do not have a State of Utah Sales Tax ID Number, please write "N/A". ★
Text (Multi-Line)
- 2.6 Identify your firm's type of business. ★
Dropdown List (Pick One)
Partnership
Government
Sole Proprietor
Limited Liability Company
Not-for-Profit Corporation
For-Profit Corporation
2. Identify your company's Point of Contact for this solicitation, include the point of contact's phone number and email address. ★
Text (Multi-Line)
2. Is Offeror (owners, principles, partners) a retiree currently receiving benefits through the Utah Retirement Systems (URS)? ★
Yes/No
2. Is Offeror an employee of the State of Utah? If yes, then Offeror must submit an external employment form signed by Offeror's manager at the State of Utah. ★
Yes/No
- 2.10 Upload your external employment form signed by Offeror's manager at the State of Utah. ★
File Upload

Group 3: Award Category Selection

- 3.1 Offeror affirms "yes" that it is the original software publisher for each software solution it is proposing within its proposal, for each Category it is submitting a proposal for. Failure to affirm "yes" may result in disqualification of Offeror's proposal. ★
Yes/No
- 3.2 Select ALL Categories you are seeking an award in. ★
Multiple Select (Pick Many)
Platform Management
Master Data Management
Chatbots and Customer Service
Customer Engagement
Social Listening
- 3.3 Upload your completed response for Attachment B: Key Personnel Proposal Form. ★
File Upload

Group 4: Category 1 - Platform Management

4. If responding to Category 1 - Platform Management, upload your completed Attachment C - Price Proposal Form here. ★
File Upload

4. If responding to Category 1 - Platform Management, upload your completed Attachment D - Project Capability here.
File Upload
4. If responding to Category 1 - Platform Management, upload your completed Attachment D.4 - Service Plan here.
File Upload
4. If responding to Category 1 - Platform Management, upload your completed Attachment D.5 - Real World Use Plan here.
File Upload
- 4.5 If responding to Category 1 - Platform Management, Offeror shall upload its complete detailed product offering / price catalog here. This document is to include the complete pricing details for all solutions, hardware, and services Offeror is seeking to offer through an awarded contract (including any pricing for its proposed value add options). Where applicable, such catalog should incorporate tiered pricing. This document is separate from the Attachment C - Cost Proposal Form.
File Upload

Group 5: Category 2 - Master Data Management

5. If responding to Category 2 - Master Data Management, upload your completed Attachment C - Price Proposal Form here.
File Upload
5. If responding to Category 2 - Master Data Management, upload your completed Attachment D - Project Capability here.
File Upload
5. If responding to Category 2 - Master Data Management, upload your completed Attachment D.4 - Service Plan here.
File Upload
5. If responding to Category 2 - Master Data Management, upload your completed Attachment D.5 - Real World Use Plan here.
File Upload
- 5.5 If responding to Category 2 - Master Data Management, Offeror shall upload its complete detailed product offering / price catalog here. This document is to include the complete pricing details for all solutions, hardware, and services Offeror is seeking to offer through an awarded contract (including any pricing for its proposed value add options). Where applicable, such catalog should incorporate tiered pricing. This document is separate from the Attachment C - Cost Proposal Form.
File Upload

Group 6: Category 3 - Chatbots and Customer Service

6. If responding to Category 3 - Chatbots and Customer Service, upload your completed Attachment C - Price Proposal Form here.
File Upload
6. If responding to Category 3 - Chatbots and Customer Service, upload your completed Attachment D - Project Capability here.
File Upload
6. If responding to Category 3 - Chatbots and Customer Service, upload your completed Attachment D.4 - Service Plan here.
File Upload
6. If responding to Category 3 - Chatbots and Customer Service, upload your completed Attachment D.5 - Real World Use Plan here.
File Upload

- 6.5 If responding to Category 3 - Chatbots and Customer Service, Offeror shall upload its complete detailed product offering / price catalog here. This document is to include the complete pricing details for all solutions, hardware, and services Offeror is seeking to offer through an awarded contract (including any pricing for its proposed value add options). Where applicable, such catalog should incorporate tiered pricing. This document is separate from the Attachment C - Cost Proposal Form. ★
File Upload

Group 7: Category 4 - Customer Engagement

7. If responding to 4 - Customer Engagement, upload your completed Attachment C - Price Proposal Form here.
File Upload
7. If responding to Category 4 - Customer Engagement, upload your completed Attachment D - Project Capability here.
File Upload
7. If responding to Category 4 - Customer Engagement, upload your completed Attachment D.4 - Service Plan here.
File Upload
7. If responding to Category 4 - Customer Engagement, upload your completed Attachment D.5 - Real World Use Plan here.
File Upload
- 7.5 If responding to Category 4 - Customer Engagement, Offeror shall upload its complete detailed product offering / price catalog here. This document is to include the complete pricing details for all solutions, hardware, and services Offeror is seeking to offer through an awarded contract (including any pricing for its proposed value add options). Where applicable, such catalog should incorporate tiered pricing. This document is separate from the Attachment C - Cost Proposal Form. ★
File Upload

Group 8: Category 5 - Social Listening

8. If responding to Category 5 - Social Listening, upload your completed Attachment C - Price Proposal Form here.
File Upload
8. If responding to Category 5 - Social Listening, upload your completed Attachment D - Project Capability here.
File Upload
8. If responding to Category 5 - Social Listening, upload your completed Attachment D.4 - Service Plan here.
File Upload
8. If responding to Category 5 - Social Listening, upload your completed Attachment D.5 - Real World Use Plan here.
File Upload
- 8.5 If responding to Category 5 - Social Listening, Offeror shall upload its complete detailed product offering / price catalog here. This document is to include the complete pricing details for all solutions, hardware, and services Offeror is seeking to offer through an awarded contract (including any pricing for its proposed value add options). Where applicable, such catalog should incorporate tiered pricing. This document is separate from the Attachment C - Cost Proposal Form.
File Upload

Group 9: Amendments from May 4, 2021

- 9.1 In accordance with Utah Statute 63G-27-101, effective May 5, 2021, vendors contracting with the State to provide a good or service, including supplies, information technology, or construction services must certify they are not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract (if awarded). Offeror is providing this certification in accordance with state law by selecting "Yes" to this question. ★

Yes/No

- 9.2** Offeror acknowledges on May 4, 2021 this RFP was amended to allow Offeror's (original software publishers) to submit value added solutions that involve third-party software solutions. ★

Yes/No

Group 10: Vendor's Submission

- 10.1** Offeror/Bidder understands and acknowledges that if Offeror/Bidder accessed the "View as PDF" document available on the Utah Public Procurement Place Business Opportunities website and did not login to Offeror/Bidder's account in the Utah Public Procurement Place system, that Offeror/Bidder may not be viewing the entire the sourcing event and therefore may not be viewing the complete sourcing event requirements. ★

Offeror/Bidder acknowledges that Offeror/Bidder has logged into Utah Public Procurement Place account and viewed the full sourcing event requirements including hyperlinks before submitting a response to a sourcing event.

Yes/No

- 10.** I have either attended the pre-proposal meeting or viewed the webinar of the pre-proposal meeting. ★

Yes/No

- 10.** If your firm is requesting parts of its proposal be protected please upload your Claim of Business Confidentiality Form (Attachment G) here as well as your redacted proposal. ★
File Upload

- 10.4** Potential Conflicts of Interest. Vendor must identify any conflict, or potential conflict of interest, that might arise during the contract. If no conflicts are identified or expected, write "None" in this section. ★

Text (Multi-Line)

- 10.5** Any exceptions to the Terms and Conditions must be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Further, any vendor terms and end user agreements (EULAs) required by your firm must also be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. If you have no exceptions or additions, upload a document stating "None". ★

File Upload

- 10.6** Offeror acknowledges that the State of Utah may sign participating addendums with national cooperatives that also meet the scope of this solicitation and contract(s) awarded from this solicitation if it is in the best interest of the State. Any participating addendums with national cooperatives will be reviewed for alignment with the Utah Procurement Code. ★

Yes/No

- 10.7** Offeror affirms that yes that pursuant to the Code of Federal Regulations 2 CFR 200.216 - Prohibition on certain telecommunication and video surveillance services or equipment, that none of the goods (including component parts) or services offered within its proposal are from the entity Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). ★

Yes/No

Vendor understands and acknowledges that its response, including all uploaded documents, will not be considered received by the State of Utah unless the Vendor clicks submit.

Even if Vendor uploads all required documents and responds to all required questions its response will not be considered if it does not click submit.

10.8 Offeror acknowledges that after completing the solicitation it must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their bid. Then click the blue box labeled "Submit Response" in order to submit their bid. ★

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation.

Yes/No

Q&A Board

Subject = Purpose of the Solicitation (Rackspace Government Solutions)		Public Thread
Q: For NASPO ValuePoint, what is the process for adding or removing SKUs/ products from the list? Either from year to year, or otherwise as needed?	Question added by: Josiah Helms	4/27/2021 12:41 PM MD
A: All catalog updates must be coordinated through the State of Utah (as the Lead State). Catalog additions shall comply with the terms and conditions of the awarded master agreement, and shall not exceed Offeror's awarded scope.	Answered by: Solomon Kingston	4/30/2021 10:22 AM MD
Subject = Award Categories (Rackspace Government Solutions)		Public Thread
Q: If the Offeror may propose Value Add Items/ Services without responding to Award Categories 1-5, and provides answers to ATTACHMENT D (3) – VALUE ADDED (VA) ITEMS, what other documents does the State of Utah require from the Offeror?	Question added by: Josiah Helms	4/27/2021 12:40 PM MD
A: A proposal will not be accepted where an Offeror does not respond to at least one of the listed Award Categories. Awards are based on the listed award Categories.	Answered by: Solomon Kingston	4/30/2021 10:21 AM MD
Subject = Award Categories (Rackspace Government Solutions)		Public Thread
Q: If the Offeror may propose Value Add Items/ Services without responding to Award Categories 1-5, will the State of Utah consider the Offeror responsive if they only provide answers to ATTACHMENT D (3) – VALUE ADDED (VA) ITEMS?	Question added by: Josiah Helms	4/27/2021 12:40 PM MD
A: A proposal will not be accepted where an Offeror does not respond to at least one of the listed Award Categories. Awards are based on the listed award Categories.	Answered by: Solomon Kingston	4/30/2021 10:22 AM MD
Subject = Award Categories (Rackspace Government Solutions)		Public Thread
Q: Will the State of Utah consider a response for Value Add Items / Services from an Offeror who is not responding to Award Categories 1 -5?	Question added by: Josiah Helms	4/27/2021 12:40 PM MD
A: No.	Answered by: Solomon Kingston	4/30/2021 10:22 AM MD
Subject = Attachment B (IBM Corporation)		Public Thread
Q: Since each category represents a different area of specialization and technical expertise, may offerors submit more than one copy of Attachment B Key Personnel, or include multiple people in the response?	Question added by: Michael Kipp	4/27/2021 12:12 PM MD
A: Offeror may list one individual per Category it is seeking an award within the same Attachment B.	Answered by: Solomon Kingston	4/30/2021 10:21 AM MD
Subject = General (IBM Corporation)		Public Thread
Q: If an offeror has more than one potential solution for one of the response categories, is there a way to submit more than one set of response templates for a single category, so that we have the full page allotment to describe each solution?	Question added by: Michael Kipp	4/27/2021 12:12 PM MD
A: Offeror may propose any number of solutions. However, an additional allotment for pages will not be given.	Answered by: Solomon Kingston	4/30/2021 10:20 AM MD
Subject = Schedule C (Microsoft.com)		Public Thread

Q: We provide a set price to our resellers and the resellers set the final price with the end customer. Pricing is also subject to change monthly, so the price list that would apply depends on when the purchase is being made and what is purchased. How do you envision we provide pricing for Schedule C and the product catalogue based on these variables?

Question added by: Mike Graef

4/27/2021 12:06 PM MD

A: Proposed pricing is to comply with the terms outlined within the published RFP. Specifically, Attachment A section VI - Pricing, Payment & Leasing outlines certain requirements on guaranteed pricing that the proposal here does not comply with.

Answered by: Solomon Kingston

4/30/2021 10:19 AM MD

Subject = Schedule C (Microsoft.com)

Public Thread

Q: How does the state plan to evaluate the Schedule C pricing without a set scope or concept of a solution? Would the state consider providing an example use case for Schedule C creating more equality among vendors?

Question added by: Mike Graef

4/27/2021 12:00 PM MD

A: State will evaluate the proposed Attachment C - Price Proposal Form based on the information provided in Attachment C, the Attachment H - Interactive scorecard and the scoring methodology and weighting outlined therein, the document on "Description of Solicitation Process", and the published RFP. Given the variety of solutions available on the market for resolving the purpose, background, award Categories, and intent to allow vendors the flexibility to demonstrate they are the industry expert the State will not be providing a specific example use case that would narrow proposed solutions to a limited use.

Answered by: Solomon Kingston

4/30/2021 10:19 AM MD

Subject = Real World Examples (IBM Corporation)

Public Thread

Q: Our client solutions always contain PII and/or HIPAA data. The portals that we build and support are proprietary and contain protected data. Thus, it is not possible in most cases to provide a URL to use and test out our platform. As alternative to the requirement in the Real World Examples section of Appendix D, "Offeror must provide five (5) links/URLs for the evaluation committee to use and test out Offeror's platform." is it acceptable to provide links to product demonstrations, customer testimonials, etc. for the evaluation to consider?

Question added by: Michael Kipp

4/27/2021 11:53 AM MD

A: As this is a solutions based RFP, if Offeror doesn't have the requested information on this specific item it is up to the Offeror to determine what other information it would propose to substitute for the requested information in demonstrating its solution / services that it is proposing are the best in the industry.

Answered by: Solomon Kingston

4/30/2021 10:18 AM MD

Subject = Location for customer references? (Synchronous Technologies Group Inc.)

Public Thread

Q: We briefly refer to other customers we have performed for in Attachment D-1. Is there one single place for references where we could include dates of service, description of work, etc.? Real World examples (D-5) might have links to some, but if they are using our platform in a way that is not publicly accessible, we would still want to be able to reference them.

Question added by: Lars Helgeson

4/27/2021 10:27 AM MD

A: No. As this is a solutions based RFP it is up to the Offeror to assess where and what reference details it will provide based on the requested information in demonstrating its solution / services that it is proposing are the best in the industry.

Answered by: Solomon Kingston

4/30/2021 10:18 AM MD

Subject = Schedule C (Microsoft.com)

Public Thread

Q: Schedule C is an implementation-based hypothetical exercise, including project timelines, deliverables, and contract renewals. We are a platform company that offers software on which the State can build infinite capabilities. Our software is license-based, which allows the state to purchase the licenses and then create whatever solutions are necessary in our platform and our cloud. How would the state like to see a hypothetical budget-based price proposal for software and cloud licensing?

Question added by: Mike Graef

4/27/2021 7:51 AM MDT

A: State will not instruct vendors on how to best demonstrate its proposed solutions / services meet the requisite threshold for award. As a solutions based RFP, it is up to the Offeror to assess how it will structure its proposal based on the information and structure requested, in demonstrating it is the industry expert.

Answered by: Solomon Kingston

4/30/2021 10:17 AM MD

Subject = Resellers (Microsoft.com)

Public Thread

Q: Our business model is to offer our software licenses exclusively through resellers enabling fair and competitive pricing models for state and agency contracts. Can the state please confirm that agencies wishing to purchase software licenses via this contracting model will be able to do so via our previously approved reseller entities?

Question added by: Mike Graef

4/27/2021 7:49 AM MDT

A: Under this RFP there have been no previously approved reseller entities. Master agreements will only be with the software publisher. Under the structure of the resulting master agreements a master agreement holder may utilize distributors / resellers through its master agreement to extend its solutions / services to purchasing entities.

Answered by: Solomon Kingston

4/30/2021 10:17 AM MD

Subject = Scope of Award (Policy Confluence, Inc)

Public Thread

Q: Does a contract award guarantee business or does that mean we become an approved vendor that entities can choose to work with?

Question added by: Robert Kane

4/27/2021 7:41 AM MDT

A: As provided in the published RFP - "State of Utah Division of Purchasing does not guarantee any purchase amount under an awarded contract. Estimated quantities are for solicitation purposes only and are not to be construed as a guarantee." An awarded master agreement opens the opportunity for public entities with a PA to do business with your firm, but does not guarantee any purchase.

Answered by: Solomon Kingston

4/30/2021 10:16 AM MD

Subject = Contract Executions (Policy Confluence, Inc)

Public Thread

Q: Is the expectation to award several contracts in each category?

Question added by: Robert Kane

4/27/2021 7:40 AM MDT

A: There is the potential for multiple awards per Category as provided in the published RFP.

Answered by: Solomon Kingston

4/30/2021 10:15 AM MD

Subject = 3rd Party Solution (SAP Public Services, Inc.)

Public Thread

Q: Are we able to include a 3rd party solution that will be contracted on our contract paper? The solution is a component of our overall offering.

Question added by: Rob Beckley

4/26/2021 12:23 PM MD

A: Yes, please refer to the RFP's section on - "Value Add Solutions that Involve Third-Party Software Solutions" for further details.

Answered by: Solomon Kingston

5/4/2021 8:54 AM MDT

Subject = Pricing - Catalog (Tata Consultancy Services)

Public Thread

Q: In main RFP on Page 9 under 'Group 3: Vendor's Submission', it is mentioned that Offeror shall upload its complete detailed product offering / price catalog here, for each Category it is seeking an award in. This document is separate from Attachment C-Cost Proposal form. Request to elaborate on the price catalog. What is the difference between attachment C and price catalog ? Thanks.

Question added by: Anuraag Malaviya

4/26/2021 11:34 AM MD

A: This price catalog is the Offeror's complete, detailed catalog with all solutions and services that Offeror is seeking to offer under its awarded master agreement. Due to the constraints imposed by Attachment C, this detailed information is not already provided therein. This price catalog is intended to be attached to the resulting master agreement.

Answered by: Solomon Kingston

4/30/2021 10:23 AM MD

Subject = Procurement Schedule (Tata Consultancy Services)

Public Thread

Q: Tentative Clarification Kick-Off Meeting is June 2, 2021. Could you please let us know the tentative contract signing date and authorization to proceed date?

Question added by: Anuraag Malaviya

4/26/2021 11:33 AM MD

A: As provided in the RFP, it depends on whether the awarded vendor has provided an actual end user (Participating State) who has requested the use of its master agreement. Contract negotiations for a master agreement (contract) will only begin with those Offeror's meeting the award threshold after the Offeror has provided a verified request from an entity eligible to use the Master Agreement indicating the entity's intent and need to use the resulting Master Agreement.

Answered by: Solomon Kingston

4/30/2021 10:23 AM MD

Subject = Location - Project Activities (Tata Consultancy Services)

Public Thread

Q: Vendor understands that transmit, process, and store State's data should be within the continental United States. Can the vendor leverage its offshore location (outside continental United States) for performing the project activities keeping the data within US ?

Question added by: Anuraag Malaviya

4/26/2021 11:31 AM MD

A: So long as the terms and conditions of the master agreement are complied with, this is acceptable.

Answered by: Solomon Kingston

4/30/2021 10:23 AM MD

Subject = Attachment D (MAXIMUS Health Services, Inc.)

Public Thread

Q: The text fields (labeled "Click or tap here to enter text.") in Attachment D – Project Capability Template do not allow for any formatting, including adding tables, bulleted lists, etc. Please provide a revised template (as used for Attachments D.4 and D.5) that allows for the inclusion of formatted elements.

Question added by: Tere Ramserran

4/26/2021 10:26 AM MD

A: When providing your you may remove the text field, and then provide the formatting, tables, formatting, and bulleted lists you would like to offer.

Answered by: Solomon Kingston

4/30/2021 10:26 AM MD

Subject = Master Agreement Terms (Adobe)

Public Thread

Q: We typically license our products via distributors and resellers. If we use a fulfillment partner as a subcontractor, would we (the software publisher) or the fulfillment partner be party to the Master Agreement?

Question added by: Jennie Strobeck

4/26/2021 7:09 AM MDT

A: Master agreements will only be awarded to a software publisher. Master agreements will not be awarded to a fulfillment partner (subcontractor).

Answered by: Solomon Kingston

4/26/2021 8:14 AM MDT

Subject = Terms & Conditions (Tata Consultancy Services)

Public Thread

Q: 1. Attachment 1 (Potential Participation) also has terms and conditions of different states (including terms and conditions of Utah on page 61) which is different from NASPO ValuePoint Master Agreement terms and conditions. Are these terms and conditions applicable to us and whether offerors may comment on or document exceptions at this time? If yes, then whether only terms and conditions of Utah in page 61 is applicable to us? Could the word version of the Attachment I be made available to us?

Question added by: Anuraag Malaviya

4/25/2021 11:20 PM MD

A: These Terms and Conditions within Attachment I are provided as a courtesy to offerors to indicate which additional Terms and Conditions may be incorporated into an individual State's Participating Addendum after award of the Master Agreement. At this phase in the process comments / exceptions to the Attachment I terms are not being requested.

Answered by: Solomon Kingston

4/26/2021 8:19 AM MDT

Subject = Subcontractor roles (Adobe)

Public Thread

Q: with the removal of the subcontractor restriction, will a bid be accepted where a publisher leverages a distributor to act as a fulfillment source on our behalf?

Question added by: Jennie Strobeck

4/23/2021 12:48 PM MD

A: Proposals will still only be accepted from the original software publisher. Distributors, integrators, value added resellers, fulfillment sources, etc. still do not qualify for an award under this solicitation.

Answered by: Solomon Kingston

4/23/2021 1:22 PM MDT

Subject = Attachment E - Service Assumptions (Medallia)

Public Thread

Q: With respect to Attachment E, Service Assumptions, can you clarify the intent of this section. How is "Service Assumptions" defined and/or provide examples of "Service Assumptions". Thanks.

Question added by: Matt Halliday

4/23/2021 12:38 PM MD

A: I believe you were meaning to refer to the Attachment D.4 - Service Plan, and the Service Assumptions shown in that document. If I am incorrect, please clarify. The Service Assumptions requested in this attachment are further described within document "Description of Solicitation Process". As provided therein - you are asked to provide "a brief summary of the major assumptions that have been made in preparing the proposal. This should include items/tasks that the Offeror has assumed the State will perform, items/tasks required from the State, and items/tasks that have not been included in the proposal (items that the Offeror feels are outside the scope of work)."

Answered by: Solomon Kingston

4/23/2021 1:43 PM MDT

Subject = Purchase of services (Deloitte Consulting)

Public Thread

Q: How will participating States plan to purchase the installation, configuration and customization services from system integrators partnering with the original software publishers?

Question added by: Ron Baldwin

4/22/2021 1:22 PM MDT

A: This can be purchased through the awarded master agreement with the software publisher. The restriction against the software publisher from using a 3rd party subcontractor has been removed.

Answered by: Solomon Kingston

4/23/2021 11:00 AM MD

Subject = Service Plan (Microsoft.com)

Public Thread

Q: May we add in a table to the Word document to organize our responses and maximize space for D.4 Service Plan?

Question added by: Mike Graef

4/22/2021 9:50 AM MDT

A: Yes, that would be appropriate.

Answered by: Solomon Kingston

4/22/2021 10:01 AM MD

Subject = Attachment C – Price Proposal (PCC Technology Inc.)

Public Thread

Q: In Attachment C – Price Proposal, there is a hypothetical budget of \$700,000 total over a 5 year term per category. Our citizen engagement platform provides modular applications across different levels of the public sector and typically costs more than the hypothetical budget based on client needs. Can vendors alter the hypothetical budget in Attachment C and suggest other budgets so we can accurately portray how the cost of our software breaks down?

Question added by: Mattie Scull

4/22/2021 8:42 AM MDT

A: What you have described would not inherently disqualify your proposal. However, vendors who are not able to meet the hypothetical budget should demonstrate the ROI and value add for its solution, even though it may exceed the provided budget.

Answered by: Solomon Kingston

4/23/2021 10:55 AM MD

Subject = Schedule C (Microsoft.com)

Public Thread

Q: Should Schedule C including pricing for only software or implementation as well?

Question added by: Mike Graef

4/21/2021 11:46 AM

MD

A: It should include implementation as well.

Answered by: Solomon Kingston

4/23/2021 10:55 AM MD

Subject = Webinar Clarification (Microsoft.com)

Public Thread

Q: Regarding the live Webinar presentation, please clarify if the Level of Expertise examples should be project-specific (like a case study), or more general across multiple/all clients.

Question added by: Mike Graef

4/21/2021 11:46 AM MD

A: It is up to the Offeror on the approach it will take to demonstrate it is the industry expert in resolving the goals, objectives, and proposed qualifications from the Offeror under this RFP.

Answered by: Solomon Kingston

4/23/2021 10:55 AM MD

Subject = D.5 Real-world Examples (Microsoft.com)

Public Thread

Q: For MDM management, we are not able to provide access to live customer sites--what else can we provide to meet this requirement?

Question added by: Mike Graef

4/21/2021 11:45 AM MD

A: It is up to the Offeror to determine what it would propose in place of the requested information to demonstrate it is the industry expert in resolving the goals, objectives, and proposed qualifications from Offeror under this RFP.

Answered by: Solomon Kingston

4/23/2021 10:56 AM MD

Subject = D.5 Real-world Examples (Microsoft.com)

Public Thread

Q: Regarding the URL links, how do we demonstrate MDM and other back-end areas that are not seen from a public-facing site?

Question added by: Mike Graef

4/21/2021 11:45 AM MD

A: It is up to the Offeror to assess what metrics and information it would put forth in demonstrating it is the industry expert in resolving the goals, objectives, and proposed qualifications from Offeror under this RFP.

Answered by: Solomon Kingston

4/23/2021 10:56 AM MD

Subject = Attachment B (Microsoft.com)

Public Thread

Q: Should bidders submit an Attachment B for each category we're bidding on or just one across all categories? If one for each category, please add a field for upload per category in the online portal.

Question added by: Mike Graef

4/21/2021 11:44 AM MD

A: Just one across all Categories is sufficient.

Answered by: Solomon Kingston

4/23/2021 10:57 AM MD

Subject = Executive Summary (Microsoft.com)

Public Thread

Q: Are bidders allowed to submit an Executive Summary outlining our differentiators? Will this information be

considered for contract award?

MD

Question added by: Mike Graef
AM

4/21/2021 11:43

A: At this phase of the procurement process an Executive Summary is not requested. Offeror's may nonetheless incorporate its differentiators within the contents of its proposal to the Level of Expertise Plan, Risk Assessment Plan, Value Added Plan, Service Plan, Ease of Use Functionality, Real World Examples, Data Privacy Controls, and Cost Proposal.

Answered by: Solomon Kingston

4/23/2021 10:57 AM
MD

Subject = Amendments Reasons (Synchronous Technologies Group Inc.)

Public Thread

Q: Is there a place which lists the changes that were made to an Amendment that is being re-released? If we've already started adding answers/content to a document that is now amended, it would be helpful to pinpoint the changes for us.

Question added by: Lars Helgeson

4/21/2021 10:18 AM
MD

A: Amendment changes can be seen by selecting "Amendment Changes" within the sourcing event. See attached screenshot for reference. Please note, this feature however does not show the exact contents of a document uploaded in the system that was modified. If you have questions on a specific Attachment please clarify which Attachment you are referring to.

Answered by: Solomon Kingston

4/21/2021 10:45 AM
MD

Amendment Changes - Screenshot.PNG - ../Attachments/QABoardAttachments/Amendment Changes -

Subject = Professional Services (salesforce)

Public Thread

Q: There are several requirements in the RFP which will require implementation professional services not provided by the software publisher I represent. Normally we would work with a third party SI partner who responds to the RFP with support from the Software Publisher's product team. So (as the software publisher) we cannot respond to these professional services requirements in the RFP. Because it is stated that the response must come from the software publisher and we cannot engage a third party Systems Integration partner to respond, we wouldn't be able to respond to any of the professional services requirements in the RFP. Would this disqualify our response? If we have interpreted the above requirements accurately, this appears to limit the competitive bid results for Utah/ NASPO as this would eliminate most if not all of the vendors who are already on NASPO from participating in the process.

Question added by: Cameron Spruill

4/20/2021 3:29 PM MDT

A: The restriction against the software publisher from using a 3rd party subcontractor has been removed.

Answered by: Solomon Kingston

4/23/2021 10:58 AM
MD

Subject = Resellers (salesforce)

Public Thread

Q: The RFP States: "Proposals will NOT be accepted from software resellers." Because our software reseller (e.g., Carahsoft) is the owner of an existing NASPO contract, the Software Publisher I represent requires that any RFP response be delivered through the reseller, not the Software Publisher directly. Does this disqualify our response?

Question added by: Cameron Spruill

4/20/2021 3:25 PM MDT

A: If the proposal is not received from the described Software Publisher, yes this would disqualify the response.

Answered by: Solomon Kingston

4/23/2021 10:58 AM
MD

Subject = Contract Award (salesforce)

Public Thread

Q: RFP States: "Contract Award - Contract negotiations for a master agreements (contracts) will only begin with those vendors meeting this award threshold after they have provided a verified request from a an entity eligible to use the Master Agreement indicating the entity's intent and need to use the resulting Master Agreement. Additional Agreement with NASPO - Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Reseller's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement." If a "Software Publisher" who already has an existing cooperative contract established with NASPO (in force and available to Utah and all NASPO participating states) through a reseller (e.g., Carahsoft) and we are not allowed to negotiate a new contract with Utah, NASPO or other states, does this disqualify our response?

Question added by: Cameron Spruill

4/20/2021 3:24 PM MDT

A: Please clarify your question. Master agreements will only be awarded to a software publisher and not a software reseller.

Answered by: Solomon Kingston

4/23/2021 10:59 AM MD

Subject = Licensing/Registering in state of Utah (Compart NA)

Public Thread

Q: Do I need to register in state of Utah for this RFP if I have a Fed ID number already?

Question added by: Deborah Meyer

4/19/2021 4:14 PM MDT

A: No.

Answered by: Solomon Kingston

4/21/2021 10:51 AM MD

Subject = Software Publisher v. Integrator - Eligibility (Red River Technology LLC)

Public Thread

Q: The response to this question on 4/7/2021 at 5:49 PM EDT that "The software publisher may partner with an integrator. However, the proposal to the State and the resulting master agreement must be with the original software publisher." If Company A is the software publisher for a platform (e.g., ServiceNow as traded under NOW on the NYSE, AWS, Salesforce, others) and Company B is a system integrator certified to implement the platform of Company A – can you confirm that only Company A is an offeror eligible for award?

Question added by: Mike Rockenstein

4/19/2021 2:52 PM MDT

A: In the presented scenario, it is correct that only Company A would be eligible to be evaluated for an award.

Answered by: Solomon Kingston

4/19/2021 3:50 PM MDT

Subject = Price Proposal Form (Accenture LLP)

Public Thread

Q: For the hypothetical price proposal, is the \$700K per year or \$700K total over 5 years?

Question added by: Chad Smith

4/19/2021 1:33 PM MDT

A: It is \$700k total over 5 years, for an individual Category.

Answered by: Solomon Kingston

4/21/2021 10:46 AM MD

Subject = Value Add Items (Accenture LLP)

Public Thread

Q: Are purchasing entites able to buy value add components as standalone SOWs without buying the primary solution too?

Question added by: Chad Smith

4/19/2021 1:32 PM MDT

A: Yes. However, third party solutions available as a value add should be directly related to the Offeror's proposed solution it is the software publisher for for the awarded Category.

Answered by: Solomon Kingston

5/4/2021 9:07 AM MDT

Subject = Attachment D PC Submittal Checklist (MAXIMUS Health Services, Inc.)

Public Thread

Q: Attachment D (1) states that bidders should "demonstrate the Offerors capability to meet the project's requirements." Is an Offeror allowed to submit the qualifications of an affiliate of the Offeror? In this case "affiliate" means a company wholly owned by Offeror's parent company. Or is the Offeror's ability to submit a proposal based solely on that company's prior experience?

Question added by: Tere Ramserran

4/19/2021 10:47 AM MD

A: As this is a solutions based RFP, the State has not provided whether the qualifications of an affiliate (as you have described) of the Offeror should be offered. Rather, the responsibility is on the Offeror to determine which approach it deems best in demonstrating through its provided metrics the requirements, features, and characteristics it meets within its complete proposal.

Answered by: Solomon Kingston

4/21/2021 10:46 AM MD

Subject = Attachment D.5 Real World Use Plan Checklist (MAXIMUS Health Services, Inc.)

Public Thread

Q: Is the restriction for Offerors not to "add pictures"

meant to preclude Offerors from including graphics in their responses to the Real World Use Plan section?

Question added by: Tere Ramserran

4/19/2021 9:23 AM MDT

A: Attachment D.5 has been amended to remove the restriction against adding pictures.

Answered by: Solomon Kingston

4/21/2021 10:46 AM MD

Subject = Attachment D.4 Service Plan Checklist (MAXIMUS Health Services, Inc.)

Public Thread

Q: Is the restriction for Offerors not to "add pictures" meant to preclude Offerors from including graphics in their responses to the Service Plan section?

Question added by: Tere Ramserran

4/19/2021 9:23 AM MDT

A: Attachment D.4 has been amended to remove the restriction against adding pictures.

Answered by: Solomon Kingston

4/21/2021 10:47 AM MD

Subject = Attachment D PC Submittal Checklist (MAXIMUS Health Services, Inc.)

Public Thread

Q: Is the restriction for Offerors not to "add pictures" meant to preclude Offerors from including graphics in their responses to the Project Capability Submittal section?

Question added by: Tere Ramserran

4/19/2021 9:23 AM MDT

A: Attachment D has been amended to remove the restriction against adding pictures.

Answered by: Solomon Kingston

4/21/2021 10:47 AM MD

Subject = Anticipated Schedule (MAXIMUS Health Services, Inc.)

Public Thread

Q: What is Utah's estimated implementation timeline?

Question added by: Tere Ramserran

4/19/2021 9:21 AM MDT

A: It is unclear whether this question is asking about the implementation timeline for the resulting master agreements or implementing the system. Regarding the master agreements, the estimated timeline has been provided in the RFP. Regarding implementation of the proposed system, that is dependent on the timeline of individual Purchasing Entity's, of which that information is not available at this phase of the solicitation process. As part of Offeror's demonstration that it is the industry expert it may propose its own implementation timelines that it is capable of providing.

Answered by: Solomon Kingston

4/21/2021 10:48 AM MD

Subject = Anticipated Schedule (MAXIMUS Health Services, Inc.)

Public Thread

Q: What is Utah's estimated go-live date?

Question added by: Tere Ramserran

4/19/2021 9:21 AM MDT

A: It is unclear whether this question is asking about the go-live date for the resulting master agreements or go-live date of Offeror's proposed system. Regarding the master agreements, the estimated timeline has been provided in the RFP. Regarding go-live for the proposed system, that is dependent on the timeline of individual

Purchasing Entity's, of which that information is not available

MD

at this phase of the solicitation process. As part of Offeror's demonstration that it is the industry expert it may propose its own implementation timelines that it is capable of providing.

Answered by: Solomon Kingston

4/21/2021 10:48 AM

Subject = Definition of original software publisher (Accelare, Inc.)		Public Thread
Q: Would an implementation specialist delivering a solution built on cloud-based software, qualify as Original Software publisher?	Question added by: Hannah Cassidy	4/19/2021 7:39 AM MDT
A: Not enough information is provided here to provide an answer. The implementation specialist would also need to own the cloud software it is proposing.	Answered by: Solomon Kingston	4/21/2021 10:49 AM MD
Subject = Submission by a distributor (Accelare, Inc.)		Public Thread
Q: If the software publisher distributes their software through a distributor such as Carahsoft, can the distributor respond on the software publisher's behalf?	Question added by: Hannah Cassidy	4/19/2021 7:33 AM MDT
A: No.	Answered by: Solomon Kingston	4/21/2021 10:50 AM MD
Subject = Cost Proposal (Tata Consultancy Services)		Public Thread
Q: Cost proposal does not provide any scope/use case/Project to be delivered on Software Solution. Could you please tell us expectation here how to take up/address this question without knowing scope/use case/project. Is it expected that offeror could take/assume a use case/project for proposed software solution and define Deliverables & Schedule, Timelines, Billing and its Frequency etc.?	Question added by: Anuraag Malaviya	4/16/2021 2:24 PM MDT
A: Yes, it is expected that the Offeror would provide its assumptions on details as the exact use case/project, deliverables, schedules, timelines, billing, etc. that are not already provided in the RFP as part of Offeror's demonstration that it is the industry expert.	Answered by: Solomon Kingston	4/21/2021 10:50 AM MD
Subject = Vendor's Submission (Tata Consultancy Services)		Public Thread
Q: Offeror needs to provide pricing Catalogue for each participating Category. Offeror could provide the pricing for the Software Solution. Hosting charges and Configuration/Customisation charges for the services required by the states would not be included in pricing as RFP does not define any scope of Services required by States. Hosting and any configuration/customisation charges would be discussed during engagement with states. Is our understanding correct. Please clarify?	Question added by: Anuraag Malaviya	4/16/2021 2:23 PM MDT
A: If Offeror can offer hosting and any configuration/customization it should include that within its proposal.	Answered by: Solomon Kingston	4/21/2021 10:51 AM MD
Subject = Award Categories (Tata Consultancy Services)		Public Thread
Q: Is this RFP specific to SAAS offerings ? OR Offeror could propose the Software Solution or software where required Services/Projects of the states would be configured or customized and Software would be hosted on Premise/Public/Private cloud as per the requirement of State.?	Question added by: Anuraag Malaviya	4/16/2021 2:22 PM MDT
A: This RFP is not limited only to SaaS offerings.	Answered by: Solomon Kingston	4/16/2021 3:01 PM MDT
Subject = Award Categories (Tata Consultancy Services)		Public Thread
Q: Scope of this RFP does not provide any online Services/Projects required by the states to be delivered on Software solution. Does the offeror can provide the Software Solution only and its pricing without considering hosting charges etc. ?	industry expert for the related Category(ies) it is seeking an award in, Offeror should include all hosting charges etc. required to implement its solution/services.	
A: As part of Offeror's demonstration that it is the		

Question added by: Anuraag Malaviya

4/16/2021 2:21 PM MDT

Answered by: Solomon Kingston

4/16/2021 2:59 PM MDT

Subject = Award Categories (Tata Consultancy Services)		Public Thread
Q: Does Platform management also cover the Back office processing of Customers' application like many citizen services require back office processing within Department ?	Question added by: Anuraag Malaviya	4/16/2021 2:21 PM MDT
A: Will you clarify your question on what you mean by "Back office processing of Customers' application"?	Answered by: Solomon Kingston	4/16/2021 2:57 PM MDT
Subject = Attachment G - Business Confidentiality (Synchronous Technologies Group Inc.)		Public Thread
Q: If we are not making any claim to Business Confidentiality, should we still include Attachment G or skip it? If we include it, how do you prefer we indicate "none?"	Question added by: Lars Helgeson	4/16/2021 2:01 PM MDT
A: Either approach is fine. The system will allow you to skip that question. You can also upload a document stating "None". It is up to you.	Answered by: Solomon Kingston	4/16/2021 2:08 PM MDT
Subject = Overview of the Value-Added Section (MAXIMUS Health Services, Inc.)		Public Thread
Q: Can a bidder submit a proposal that utilizes third party software to perform value-added services?	Question added by: Tere Ramserran	4/16/2021 11:06 AM MD
A: Yes. Please refer to the RFP's section on - "Value Add Solutions that Involve Third-Party Software Solutions" for further details.	Answered by: Solomon Kingston	5/4/2021 8:57 AM MDT
Subject = Expectations for Deliverables by the Con. Proc. Un (MAXIMUS Health Services, Inc.)		Public Thread
Q: The requirement that only original software publishers may submit a proposal will likely limit the number of competitive proposals. Many otherwise qualified vendors utilize the software products of third parties to provide a complete solution. Moreover, software vendors do not	Question added by: Tere Ramserran	4/16/2021 11:06 AM MD
always have the requisite experience to submit a qualified proposal. Would the agency consider removing the software publisher requirement to allow a larger number of vendors to submit proposals and thereby provide more competition and greater benefit to participating states?		
A: Thank you for the proposal. The requirement outlined in the RFP however remains unchanged.	Answered by: Solomon Kingston	4/19/2021 3:55 PM MDT
Subject = Purchase Vehicle (Red River Technology LLC)		Public Thread
Q: Can UT confirm that this NASPO Citizen Engagement Platform Solicitation # KM21-47 operates in parallel to a NASPO Cloud Solutions contract (awarded under Solicitation #SK18008) for the same capabilities? Example – Vendor 1 was awarded (and is contracted) under Solicitation # SK18008 for a SaaS platform. The same SaaS platform also meets requirements of this Solicitation #KM21-47. With appropriate participating addenda or other entity-specific agreement, could a buyer purchase the SaaS platform under a contract awarded to Vendor 1 as a result of Solicitation # SK18008 IF o Vendor 1 does not participate in this Solicitation #KM21-47? o Vendor 1 is awarded a contract for the same SaaS platform under this Solicitation #KM21-47?	award under the Cloud Solutions portfolio, and an award under the Cloud Solutions portfolio does not result in an award under this KM21-47 solicitation.	
A: It is recognized that the scope of this solicitation (KM21-47) overlaps in part with the NASPO ValuePoint Cloud Solutions portfolio. However, these are two separate solicitations for separate contract portfolios. A contract award under KM21-47 does not result in an		

Question added by: Mike Rockenstein

4/15/2021 5:15 PM MDT

Answered by: Solomon Kingston

4/19/2021 3:54 PM MDT

Subject = Attachment B (IBM Corporation)**Public Thread**

Q: For Attachment B, Key Personnel Proposal Form, do you require only the name of our project lead, or may we include a brief overview of the individual's background, skills, responsibilities, etc.?

Question added by: Michael Kipp

4/15/2021 1:58 PM MDT

A: The name and contact information for the Key Personnel is sufficient for purposes of this Attachment B.

Answered by: Solomon Kingston

4/16/2021 1:28 PM MDT

Subject = Real World Examples (Red River Technology LLC)**Public Thread**

Q: Within the "Description of Solicitation Process," the "Offeror must provide five (5) links/URLs for the evaluation committee to use and test out Offeror's platform." Please clarify whether these links/URLs are actual production links/URLs of customers, or links/URLs to internal development/test links.

Question added by: Mike Rockenstein

4/15/2021 10:33 AM MD

A: As this is a solutions based RFP, it is up to the Offeror to determine which type of link/URL to propose in demonstrating its solution / services that it is proposing are the best in the industry.

Answered by: Solomon Kingston

4/19/2021 3:52 PM MDT

Subject = NASPO (Oracle Corp)**Public Thread**

Q: There are many categories for which vendors can make their products and services available via the NASPO Value Point portal. Some of the "awarded" categories appear to be broader than others. Is there anything precluding a participating State from selecting products and services from one of those broader categories listed on NASPO? For example: Vendor X is listed in the awarded category of IaaS, PaaS and SaaS, could that vendor and State complete a transaction for something that might fall into one of the 5 categories (Platform Management, Master Data Management, Chabots and Customer Service, Customer Engagement, and Social Listening) that are referenced in the Citizen Engagement Platform Solicitation # KM21-47?

Question added by: Monica Howard

4/15/2021 10:32 AM MD

A: It is recognized that the scope of this solicitation (KM21-47) overlaps in part with the NASPO ValuePoint Cloud Solutions portfolio. It is the Participating State's determination which contract vehicle, either from the Cloud Solutions portfolio, this Citizen Engagement Platform portfolio, or some other contract vehicle that it will purchase its needs from.

Answered by: Solomon Kingston

4/19/2021 3:53 PM MDT

Subject = NASPO Pre-Existing Agreement (Red River Technology LLC)**Public Thread**

Q: Does the NASPO Citizen Engagement Platform solicitation #KM21-47 require an offeror to have a different pre-existing agreement with NASPO (such as NASPO Cloud Solutions)?

Question added by: Mike Rockenstein

4/15/2021 10:16 AM MD

A: No.

Answered by: Solomon Kingston

4/16/2021 12:00 PM MD

Subject = Attachment B (Bang the Table USA LLC)**Public Thread**

Q: Can you provide an example of how Attachment B: Key Personnel Proposal Form (Updated) should be completed by the vendor? Do we only list a name? What other information should be included.

Question added by: Michelle Stephens

4/14/2021 1:19 PM MDT

A: Within Attachment B: Key Personnel please provide the name and contact information for the individual listed.

Answered by: Solomon Kingston

4/16/2021 11:59 AM MD

Subject = Award Category - Further Refinement (Bang the Table USA LLC)**Public Thread**

Q: The five "Award Categories" provide broad buckets, but not a clear definition (or examples of solutions in each category). We also find that they are very 'internal' focused processes. Is there an opportunity to create an additional category for "community engagement" platforms that relates to obtaining feedback from citizens as described as follows, and which is largely an externally facing process? "Community Engagement (citizen feedback, public involvement, public participation, public consultation) is a vital cornerstone of well-functioning democracies. It provides the means to obtain valuable feedback from stakeholders and citizens whose lives are impacted by government decision making." Alternatively, is there an opportunity to add subcategories to the existing buckets in order to further recognize and describe the differences that exist? For instance, 'Social Listening' might be changed to 'Social Listening and Citizen Engagement'. I would describe the 'Citizen Engagement' category as: "A software solution that removes barriers to citizen engagement processes by giving communities an easy and accessible means of providing feedback and getting involved in government decision making processes. A centralized platform for managing all community engagement activities within government organizations that increases citizen participation, enables diversity and inclusion goals, and provides internal efficiencies and controls." The International Association for Public Participation (IAP2) Levels of Public Participation may be helpful with further understanding community/citizen engagement as described above. It was designed to assist with the selection of the level of participation that defines the public's role in any public participation (i.e. citizen engagement) process. The Spectrum is used internationally, and it is referenced in many public participation plans and government engagement policies/frameworks. Additionally, there are crossovers between the award categories. For example, how is "social listening" that provides a "view to the voice of the customer" different from "Customer Engagement" where the platform is used to manage multiple interaction across channels? Clarity around the definitions and award categories will support the usability of the NASPO ValuePoint Citizen Engagement Platform Portfolio for the agencies by providing missing specificity to the term "Citizen Engagement Platform".

Question added by: Michelle Stephens

4/14/2021 1:18 PM MDT

IAP2 Spectrum.pdf - ../Attachments/QABoardAttachments/IAP2 Spectrum.pdf

A: Thank you for your input. The described Categories remain as outlined in the published RFP. It is intentional that the 5 Categories are broad without providing limiting examples of what must be proposed within these Categories.

Answered by: Solomon Kingston

4/19/2021 3:49 PM MDT

Subject = Citizen Engagement Platform Definition (Bang the Table USA LLC)

Public Thread

Q: Has the term "Citizen Engagement Platform" been defined? The "Purpose of this Solicitation" section of the RFP notes "online platforms where citizens can access government applications and services available on the web, mobile, and screen-less devices" is an identified need by the States.

Question added by: Michelle Stephens

4/14/2021 1:12 PM MDT

A: The scope / breadth of this term is described by the 5 award Categories. Please refer to the descriptions provided for the 5 award Categories outlined in the RFP.

Answered by: Solomon Kingston

4/19/2021 3:48 PM MDT

Subject = Attachment G – Claim of Business Confidentiality (MAXIMUS Health Services, Inc.)

Public Thread

Q: The Attachment G form only has space for four separate confidentiality request references. Please confirm offerors who have more than four separate sections with confidential information can provide a second page with the page, paragraph and reason for the confidentiality claim(s).

Question added by: Tere Ramserran

4/13/2021 2:17 PM MDT

A: What you have described is appropriate.

Answered by: Solomon Kingston

4/16/2021 11:56 AM MD

Subject = Platform Management Category (IBM Corporation)

Public Thread

Q: Is it correct that in the above description a user is someone who is monitoring the state/health of a given system? Is this an IT person that is assessing, being alerted to, or being reminded to check on the health of a system (e.g. a system running out of memory, disk, or other physical resources)? Further, would you please provide examples around the statement, "will answer questions and contain solutions that remember, remind, and respond to users"?

Question added by: Michael Kipp

4/13/2021 2:12 PM MDT

A: Depending on the proposed context "user" could refer back to the customer or to an IT person as you have described. Examples of the statement include notifications to the user (customer) including, but not limited to push notifications, email, SMS, and in-app messages.

Answered by: Solomon Kingston

4/19/2021 3:56 PM MDT

Subject = Proposal Format (Adobe)

Public Thread

Q: How are professional services terms and conditions expected to be handled? (Or, how are software publishers expected to reflect implementation services, training services, and customizations?)

Question added by: Jennie Strobeck

4/13/2021 11:30 AM MD

A: For the incorporation of professional services terms and conditions please refer to the Prerequisite on "Standard Terms and Conditions (Exceptions and Negotiations)". Regarding the reflection of implementation services, training services, and customizations, please clarify your questions. Those are to be reflected in your proposal.

Answered by: Solomon Kingston

4/16/2021 11:35 AM MD

Subject = Qualifications (Adobe)

Public Thread

Q: What sort of system of categories and qualifications are being considered for system integrators and vendors?

Question added by: Jennie Strobeck

4/13/2021 11:30 AM MD

A: Offeror's who would solely fall in the category of a system integrator (i.e. system consultant or implementer) does not fall within the scope of this solicitation.

Answered by: Solomon Kingston

4/16/2021 11:36 AM MD

Subject = Professional Services (Adobe)

Public Thread

Q: How are professional services expected to be reflected in the solution?

Question added by: Jennie Strobeck

4/13/2021 11:29 AM MD

A: As this is a solutions based RFP, the State has not provided the solution that vendors are to meet for exactly how the Offeror out to reflect / demonstrate its offered professional services. Rather, the responsibility is on the Offeror to identify the solution / services it offers, and then demonstrate through its provided metrics the requirements, features, and characteristics it meets within its proposed solution/services.

Answered by: Solomon Kingston

4/16/2021 11:37 AM MD

Subject = Real World Examples (PayIt, LLC)

Public Thread

Q: While we can provide URLs to live clients, in order to ensure the security of constituent data our solution requires a username and password. Would you be open to seeing links to walkthrough videos of each client solution presented in a URL, in addition to the link to the live client instance? At this time our clients are not comfortable sharing their sandbox instances for other agencies to test without direct supervision by Paylt or an agency stakeholder. As an alternate, we welcome the opportunity to demonstrate the live client solutions listed on the Real World Example Form presented to the evaluation team in a teleconference call on your schedule. Please indicate if either of these solutions are allowable.

Question added by: Meredith Luker

4/13/2021 10:10 AM
MD

A: The opportunity for a virtual demo is not guaranteed during the evaluation process. Further, all information provided as part of an Offeror's proposal becomes a record of the State of Utah, and therefore subject to disclosure under Utah's Government Records Management Act (GRAMA). It is therefore recommended that Offeror review the request in the RFP and provide the information requested to the degree it is able to.

Answered by: Solomon Kingston

4/16/2021 11:29 AM
MD

Subject = Formatting Attachment D (Synchronous Technologies Group Inc.)

Public Thread

Q: We understand that we are to use the provided Attachments as templates and to work within those documents without changing them. However, in Attachment D, the "Click or tap here to enter text." area is formatted in bold (Arial 11pt bold), which is harder to read for full sentences or paragraphs. Are we permitted to turn off bold for our response sections of those templates?

Question added by: Lars Helgeson

4/13/2021 9:09 AM MDT

A: Yes, that is appropriate.

Answered by: Solomon Kingston

4/13/2021 11:04 AM
MD

Subject = Google Meeting Link (ContractPal, Inc)

Public Thread

Q: Can you provide details on the recording for "Offeror Webinar Google Meeting". I cannot seem to find it in any of the documents.

Question added by: David Martineau

4/13/2021 6:53 AM MDT

A: There are 2 attachments published in the Buyer Attachments section for this. First attachment is a link titled - "Recording - Solutions Baed Pre-Proposal Webinar - KM21-47 (4.5.2.21)." Second attachment is a Power Point deck titled - "Solutions Based Pre-Proposal Webinar - KM21-47 4.5.2021".

Answered by: Solomon Kingston

4/13/2021 9:45 AM MDT

Subject = Confidentiality Clause (Synchronous Technologies Group Inc.)

Public Thread

Q: Can you please clarify the confidentiality clause? As a SaaS in particular, any information that is uploaded to the platform is by definition designed to be shared on the Internet to users and may be exposed through user access, deployment of emails or websites or other methods of communication. Could we include our own Terms of Use and Privacy Policy as exceptions to the confidentiality clause?

Question added by: Lars Helgeson

4/12/2021 8:00 PM MDT

GreenRope Terms of Use.pdf - ../Attachments/QABoardAttachments/GreenRope Terms of Use.pdf

A: It is unclear what confidentiality clause you are referring to. If you are referring to what is provided within Attachment A - NASPO ValuePoint Terms and Conditions please refer to the Prerequisite on "Standard Terms and Conditions (Exceptions and Negotiations)" for the process on submitting exceptions to those terms.

Answered by: Solomon Kingston

4/13/2021 8:55 AM MDT

Subject = Real World Examples website question (Synchronous Technologies Group Inc.)

Public Thread

Q: In the summary document, you list that we need to provide "Real World Examples, specifically "five (5) links/URLs for the evaluation committee to use and test out Offeror's platform. The websites should be available to use without a password. " Can you please clarify what you are looking for with this? Are you looking for URLs to public-facing sites that our clients are using to be integrated with our system? Or are you looking for a sandbox environment of our product where your team can experience the system for themselves? Do you intend that this would be a guided view of the system, or something to allow interactive use? We use passwords on our demo/walkthrough account. Can we provide this login/password since we do not allow use of this without a password? Are the 5 links to 5 unique locations, or for 5 team members to access the same URL?

Question added by: Lars Helgeson

4/12/2021 4:46 PM MDT

A: Generally yes, we are looking to have the URLs be public facing sites. Depending on the ease of use for the proposed system this might also be a sandbox account. It is recommended that Offeror thoroughly review the purpose, goals, and expectations outlined in the published RFP, and provide the requisite information within the capabilities of Offeror's proposed solution / services.

Answered by: Solomon Kingston

4/16/2021 11:29 AM MD

Q: Since the requirement specifies 5 URLs, is the assumption correct that it is 1 URL per category rather than 5 per single category.

Question added by: Alan Hansen

4/16/2021 11:52 AM MD

A: That is not a correct assumption. Individual proposals/responses are required for each Category a vendor is seeking an award in. Response to 1 category is separate from a response to another category.

Answered by: Solomon Kingston

4/16/2021 11:55 AM MD

Q: given this response, should the vendor provide 5 distinct links/URLs to the same Sandbox if the same sandbox is used to support all functions in the category?

Question added by: Alan Hansen

4/16/2021 11:58 AM MD

A: As this is a solutions based RFP, it is up to the Offeror to determine which type of link/URL to propose in demonstrating its solution / services that it is proposing are the best in the industry.

Answered by: Solomon Kingston

4/16/2021 1:34 PM MDT

Subject = Software Publisher (Incapsulate)

Public Thread

Q: We create Intellectual Propoerty (IP) that is built on the Salesforce SaaS platform that we sell on a subscription basis as accelerators/modules. Are we correct in assuming that this meets the definition of Software Publisher?

Question added by: Bryant Freeland

4/9/2021 2:23 PM MDT

A: It depends on the scope of the solution you are seeking to offer. Another entity besides Salesforce, proposing the Salesforce platform as a solution to meet the Goals, Objectives, and Expectations of this RFP would not meet the definition of Software Publisher as required in the RFP.

Answered by: Solomon Kingston

4/16/2021 11:30 AM MD

Subject = Scope of Work/ Requirements (salesforce)

Public Thread

Q: Outside of the "Award Categories" section, I don't see any details on specific requirements or a high level scope of work. Where can these details be found?

Question added by: Cameron Spruill

4/9/2021 2:20 PM MDT

A: The published RFP also includes details on the Expectations for Deliverables. As this is a solutions based RFP, the State has not provided the solution that vendors are to meet in responding to this RFP. Rather, the responsibility is on the Offeror to identify the solution, and then demonstrate through its provided metrics the requirements, features, and characteristics it meets within its proposed solution.

Answered by: Solomon Kingston

4/16/2021 11:30 AM MD

Subject = Contracting Entity/ Master Agreement/ NASPO (salesforce)

Public Thread

Q: I see the RFP states: "Contract negotiations for a master agreements (contracts) will only begin with those vendors meeting this award threshold after they have provided a verified request from a an entity eligible to use the Master Agreement indicating the entity's intent and need to use the resulting Master Agreement. Additional Agreement with NASPO - Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Reseller's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement." I represent a "Software Publisher" which already has an existing contract established with NASPO through our reseller (Carahsoft). My company cannot negotiate a separate contract or "master agreement" directly with the State of Utah as we already have a contract vehicle in place for NASPO through Carahsoft. If this is a requirement, we will not be able to participate with a response. Additionally, the RFP States "Proposals will NOT be accepted from software resellers." Because our reseller (Carahsoft) owns the existing NASPO contract, any response would could provide would have to go through the reseller, not my company directly. Based on these requirements, I don't see how we can provide a valid response to this RFP?

Question added by: Cameron Spruill

4/9/2021 2:01 PM MDT

A: Based on the information you have provided, that is correct. We recognize there is some overlap in the scope of this RFP and other NASPO ValuePoint portfolios as the Cloud Solutions portfolio.

Answered by: Solomon Kingston

4/16/2021 11:31 AM MD

Subject = Original Software Publisher vs. Integrator (Cloud Navigator)

Public Thread

Q: If a reseller of a platform has developed original intellectual property that is built on and for a platform it resells in order to adapt that platform specifically for citizen engagement, can this reseller be awarded a contract? To be more specific, my company has developed a solution that can be installed in a Microsoft Dynamics 365 environment to adapt that environment to deliver Citizen Engagement functionality. Should we respond, and can we be selected for award?

Question added by: Mark Alexander

4/9/2021 7:26 AM MDT

A: In the capacity of a reseller for Microsoft Dynamics 365, unfortunately your proposal would not be accepted, unless you are the software publisher for Microsoft Dynamics 365. However, in the capacity of responding as a developer for the built solution, yes what you have described is an acceptable submission.

Answered by: Solomon Kingston

4/16/2021 11:32 AM MD

Subject = Platform vs configured system (Microsoft.com)

Public Thread

Q: The RFP does not provide specific capabilities/requirements of the system, or a listing of required capabilities. Is this RFP to establish just the generic SAAS/software platform procurement? If so, then how are you procuring the services needed to the configure the software to match specific needs, the details of which are not provided in the RFP materials?

Question added by: Mike Graef

4/8/2021 8:21 AM MDT

A: As this is a solutions based RFP, the State has not provided the solution that vendors are to meet in responding to this RFP. Rather, the responsibility is on the Offeror to identify the solution, and then demonstrate through its provided metrics the requirements, features, and characteristics it meets within its proposed solution.

Answered by: Solomon Kingston

4/16/2021 11:34 AM MD

Subject = Scope of Customer Engagement (Acivilate, Inc.)

Public Thread

Q: Is Citizen engagement limited to transactional services (complete a form, pay a fee) or does it extend to relational services (multiple interactions such as child welfare cases)?

Question added by: Louise Wasilewski

4/8/2021 7:47 AM MDT

A: Both offerings that you have described are within the scope of this solicitation.

Answered by: Solomon Kingston

4/16/2021 11:34 AM

MD

Subject = Award Categories (CityBase, Inc.)

Public Thread

Q: Which award category does digital services - digitization of forms, process automation - fit into?

Question added by: Michael Duffy

4/8/2021 7:41 AM MDT

A: As "digital services" encompasses a wide variety of services Offeror is to review the Award Categories within the context of its digital services, and self select and demonstrate how it meets the requirements of that Category. Depending on the extent of Offeror's services, the complete service may also fall within a related value add item as allowed for in the RFP.

Answered by: Solomon Kingston

4/13/2021 8:58 AM MDT

Subject = Award Categories (CityBase, Inc.)

Public Thread

Q: Which award category does payments fit into?

Question added by: Michael Duffy

4/8/2021 7:40 AM MDT

A: As "payments" encompass a wide variety of options Offeror is to review the Award Categories within the context of its payment offerings, and self select and demonstrate how it meets the requirements of that Category. Depending on extent of Offeror's payment services, payments may also fall within a related value add item as allowed for in the RFP.

Answered by: Solomon Kingston

4/22/2021 8:56 AM MDT

Subject = Award Categories (CityBase, Inc.)

Public Thread

Q: Please elaborate on the requirements, features, and characteristics of the "Customer Engagement" award category. Does it include activities such as payment?

Question added by: Michael Duffy

4/8/2021 7:40 AM MDT

A: It is the responsibility of the Offeror seeking an award in a given Category to demonstrate it is the industry expert to service that Category. Offeror is to demonstrate through provided metrics the requirements, features, and characteristics it meets within its proposed solution. If Offeror offers activities such as Payment, it may use that as part of its demonstration that it is the industry expert.

Answered by: Solomon Kingston

4/13/2021 9:00 AM MDT

Subject = 3: Vendor's Submission (MAXIMUS Health Services, Inc.)

Public Thread

Q: Section 3.13 only allows for the upload of one file, but the instructions indicate an Offeror should upload "any exceptions to the Terms and Conditions must be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Further, any vendor terms and end user agreements (EULAs) required by your firm must also be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations)." Please either modify the procurement site to allow for uploading of the two referenced files or revise the instructions to allow for Offerors to upload one combined file that contains both exceptions to the Terms and Conditions and EULAs.

Question added by: Tere Ramseerran

4/7/2021 4:15 PM MDT

A: Please upload a single zipped folder with the contents requested by the Prerequisite: Standard Terms and Conditions (Exceptions and Negotiations).

Answered by: Solomon Kingston

4/12/2021 4:30 PM MDT

Subject = 3: Vendor's Submission (MAXIMUS Health Services, Inc.)

Public Thread

Q: Section 3.11 only allows for the upload of one file, but the instructions indicate an Offeror should "upload your Claim of Business Confidentiality Form (Attachment G) here as well as your redacted proposal." Please either modify the procurement site to allow for uploading of the two referenced files or revise the instructions to allow for Offerors to upload one combined file that contains both

Attachment G and the redacted proposal response.

A: Please upload a single zipped folder with the requested contents.

Question added by: Tere Ramserran

4/7/2021 4:15 PM MDT

Answered by: Solomon Kingston

4/12/2021 4:48 PM MDT

Subject = 2: Vendor Information (MAXIMUS Health Services, Inc.)**Public Thread**

Q: Section 2.9 includes instructions indicating an Offeror should "submit an external employment form signed by Offeror's manager at the State of Utah" but no upload option exists for this item. Please modify the procurement site to allow for the upload of a file for this section.

Question added by: Tere Ramserran

4/7/2021 4:15 PM MDT

A: The RFP has been amended to allow for a file upload if an Offeror selects "Yes" to Question 2.9. Question 10 appears to an Offeror who selects "Yes" on Question 2.9.

Answered by: Solomon Kingston

4/12/2021 4:46 PM MDT

Subject = 1: Acceptance of Prerequisites (MAXIMUS Health Services, Inc.)**Public Thread**

Q: There is no item 1.5. Was this an intention choice on the part of the procurement team or will an additional item be added to the "Acceptance of Prerequisites" list?

Question added by: Tere Ramserran

4/7/2021 4:14 PM MDT

A: Question 1.5 only appears if you have selected "No" on Question 1.4. Question 1.5 allows for the requisite uploads if "No" is selected on Question 1.4.

Answered by: Solomon Kingston

4/12/2021 4:34 PM MDT

Subject = 1: Acceptance of Prerequisites (MAXIMUS Health Services, Inc.)**Public Thread**

Q: Section 1.4 includes instructions indicating an Offeror should "upload such information in the space provided below" if they select "No" for this item, but no upload option exists for this item. Please modify the procurement site to allow for the upload of a file for this section.

Question added by: Tere Ramserran

4/7/2021 4:14 PM MDT

A: Once you have selected "No" the system will provide Question 1.5 where you can upload the requisite information. Until you have selected "No" in response to Question 1.4, Question 1.5 will not appear to you.

Answered by: Solomon Kingston

4/12/2021 4:33 PM MDT

Subject = 3: Vendor's Submission (MAXIMUS Health Services, Inc.)**Public Thread**

Q: Section 3.10 only allows for the upload of one file, but the instructions indicate an Offeror should "upload its complete detailed product offering / price catalog here, for each Category it is seeking an award in". Please either modify the procurement site to allow for uploading of multiple files per RFP section or revise the instructions to allow for Offerors to upload one combined file that contains all responses to that Section for the category(ies) an Offeror is seeking an award in.

Question added by: Tere Ramserran

4/7/2021 4:14 PM MDT

A: The RFP has been amended to allow for individual file uploads for each of the required Attachments for each available Award Category.

Answered by: Solomon Kingston

4/12/2021 5:02 PM MDT

Subject = 3: Vendor's Submission (MAXIMUS Health Services, Inc.)**Public Thread**

Q: Sections 3.3 through 3.7 only allow for the upload of one file per section, but the instructions indicate an Offeror should "upload a separate, completed" version of the Attachments for each "category you are seeking an award in." Please either modify the procurement site to allow for uploading of multiple files per RFP section or revise the instructions to allow for Offerors to upload one combined file that contains all responses to that Section for the category(ies) an Offeror is seeking an award in.

Question added by: Tere Ramserran

4/7/2021 4:14 PM MDT

A: The RFP has been amended to allow for individual file uploads for each of the required Attachments for each available Award Category

Answered by: Solomon Kingston

4/12/2021 4:57 PM MDT

Subject = Participating State / Entity Use (MAXIMUS Health Services, Inc.)**Public Thread**

Q: If a state participates in the NASPO Citizen Engagement Platform RFP, is that state required to contract for services through the MSA? Or can a state contract outside of the Citizen Engagement Platform MSA?

Question added by: Tere Ramserran

4/7/2021 4:13 PM MDT

A: That is a State specific determination that we do not have information on what they will require. States named in Attachment I are in no way obligated to sign participating addenda or otherwise utilize the master agreements resulting from this RFP. Any decision to utilize the master agreements—whether exclusively or in addition to other current or future contracts for Citizen Engagement Platform products and services—is at the discretion of each state.

Answered by: Solomon Kingston

4/13/2021 3:15 PM MDT

Subject = Expectations for Deliverables by the Cond. Proc. U (MAXIMUS Health Services, Inc.)

Public Thread

Q: How does NASPO define the use of subcontractors? What constitutes a subcontractor?

Question added by: Tere Ramserran

4/7/2021 4:13 PM MDT

A: For purposes of this solicitation a Subcontractor is includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, who are not the actual Contractor (contract holder) that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

Answered by: Solomon Kingston

4/16/2021 11:35 AM MD

Subject = Attachment D. 4 – Real World Use Plan (MAXIMUS Health Services, Inc.)

Public Thread

Q: Can NASPO provide additional information about the expected content and/or an example of a completed Real World Use Plan template?

Question added by: Tere Ramserran

4/7/2021 4:13 PM MDT

A: Please refer to the published Attachment D.5 and Description of Solicitation Process documents. Beyond the information provided therein, it is the responsibility of the Offeror seeking an award in a given Category to determine what content and metrics are appropriate for it to demonstrate in the Real World Use Plan and put forth in an effort to demonstrate it is the industry expert to service that Category.

Answered by: Solomon Kingston

4/13/2021 9:03 AM MDT

Subject = Attachment D.4 – Service Plan (MAXIMUS Health Services, Inc.)

Public Thread

Q: Can NASPO provide additional information about the expected content and/or an example of a completed Service Plan template?

Question added by: Tere Ramserran

4/7/2021 4:13 PM MDT

A: Please refer to the published Attachment D.4 and Description of Solicitation Process documents. Beyond the information provided therein, it is the responsibility of the Offeror seeking an award in a given Category to determine what content and metrics are appropriate for the Service Plan to put forth in an effort to demonstrate it is the industry expert to service that Category.

Answered by: Solomon Kingston

4/13/2021 9:04 AM MDT

Subject = Award Categories (MAXIMUS Health Services, Inc.)

Public Thread

Q: For the duration of the contract, are offerors limited to the categories in which they initially seek awards?

Question added by: Tere Ramserran

4/7/2021 4:12 PM MDT

A: To be considered for additional Award Categories that would require Utah to re-open the solicitation, which it has the option to do so. Please refer the section on Future Procurements wherein it is provided - The State of Utah reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.

Answered by: Solomon Kingston

4/13/2021 3:15 PM MDT

Subject = Purpose of this Solicitation (MAXIMUS Health Services, Inc.)

Public Thread

Q: What states/projects plan for implementations by end of 2021?

Question added by: Tere Ramserran

4/7/2021 4:12 PM MDT

A: This has been removed from the solicitation.

Answered by: Solomon Kingston

4/13/2021 9:04 AM MDT

Subject = Maximus Questions Submitted on April 7, 2021 (MAXIMUS Health Services, Inc.)

Public Thread

Q: See attached file. Please confirm it is permissible to

submit multiple questions via attachment as opposed to submitting individual questions via this form. Sincerely, Jacob Whitlow MaximusHealthProposals@maximus.com

Question added by: Tere Ramserran

4/7/2021 1:44 PM MDT

Maximus - RFP KM21-47 - UT Customer Engagement Platform - April 7 Submitted Questions.pdf -
../Attachments/QABoardAttachments/Maximus - RFP KM21-47 - UT Customer Engagement Platform - April 7 Submitted Questions.pdf

A: Please submit individual questions. Individual questions will then be answered individually.

Answered by: Solomon Kingston

4/7/2021 2:01 PM MDT

Subject = Individual Proposals (Pegasystems)

Public Thread

Q: The summary docket calls out "An individual proposal must be submitted for each Category Offeror is seeking an award in". Does this mean there should be multiple attachment documents to represent the response for each respective category? (example. Multiple submissions of Attachment B, highlighting personal per project category)

Question added by: Bradley Rach

4/7/2021 10:30 AM MDT

A: The RFP has been amended to allow for individual file uploads for each of the required Attachments for each available Award Category.

Answered by: Solomon Kingston

4/12/2021 4:28 PM MDT

Subject = Proposal Submission (Oracle Corp)

Public Thread

Q: Can we submit our proposal/response outside of the portal (Utah Public Procurement Place)?

Question added by: Monica Howard

4/6/2021 4:18 PM MDT

A: No. Proposals must be submitted through the U3P portal as provided in the published RFP.

Answered by: Solomon Kingston

4/7/2021 7:58 AM MDT

Subject = Qualified Bidders (Acivilate, Inc.)

Public Thread

Q: May an original software publisher partner with an integrator to deliver at scale (or is the subcontractor ban explicitly intended to limit scope to large companies with a bench of employee resources?)

Question added by: Terry Wolf

4/6/2021 7:36 AM MDT

A: The software publisher may partner with an integrator. However, the proposal to the State and the resulting master agreement must be with the original software publisher.

Answered by: Solomon Kingston

4/7/2021 3:49 PM MDT

Q: The response to this question on 4/7/2021 at 5:49 PM EDT that "The software publisher may partner with an integrator. However, the proposal to the State and the resulting master agreement must be with the original software publisher." If Company A is the software publisher for a platform (e.g., ServiceNow as traded under NOW on the NYSE, AWS, Salesforce, others) and Company B is a system integrator certified to implement the platform of Company A – can you confirm that only Company A is an offeror eligible for award?

Question added by: Mike Rockenstein

4/14/2021 4:34 PM MDT

A: In the presented scenario, it is correct that only Company A would be eligible to be evaluated for an award.

Answered by: Solomon Kingston

4/19/2021 3:50 PM MDT

Subject = Award Categories (Acivilate, Inc.)

Public Thread

Q: 1. Platform Management indicates Customers are public entities. 4. Customer Engagement says "to manage multiple interactions with customers." Between the public entity and whom are these interactions? Is it citizen interactions with public entities? (i.e. does customer meet citizen in 4?)

Question added by: Terry Wolf

4/6/2021 7:34 AM MDT

A: Yes, that is correct.

Answered by: Solomon Kingston

4/7/2021 3:48 PM MDT

Subject = Expectations for Deliverables item 12 (TaTa Consultancy)

Public Thread

Q: The RFP states that the successful offeror is the original software publisher for the proposed solution. and that Proposals will NOT be accepted from software resellers. Is it intended that no vendor that is a systems integrator using third party software to propose a solution will not be allowed to submit a proposal. By default, SIs will use software to deliver systems and solutions that are not their own published software. Please clarify and thank you

Question added by: Alan Hansen

4/5/2021 2:19 PM MDT

A: It is correct that proposals will only be accepted from the original software publisher. The original software publisher may nonetheless utilize the resources of a 3rd party systems integrator under the awarded master agreement.

Answered by: Solomon Kingston

5/4/2021 8:58 AM MDT

Subject = RE: Citizen Engagement Platform (Oracle Corp)

Public Thread

Q: Hello, Are you only considering software or SaaS solutions, or would you also be open to a private cloud solution where the hardware lives on site with the state but Oracle manages the hardware, and the state pays a monthly fee, like any cloud solution?

Question added by: Brenda Bellerose

4/5/2021 1:20 PM MDT

A: What you have described is within the scope of this RFP.

Answered by: Solomon Kingston

4/7/2021 3:47 PM MDT

Subject = RFP Query for SS-NIAID-2067766 Professional State (SevenOutsource)

Public Thread

Q: 1. Whether companies from Outside USA can apply for this? (like, from India or Canada) 2. Whether we need to come over there for meetings? 3. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada) 4. Can we submit the proposals via email?

Question added by: Steve Walse

4/2/2021 8:00 AM MDT

A: 1. Please refer to the published terms and conditions (Attachment A), 2. It depends on the requirements of an individual Participating State. 3. It depends on the requirements of an individual Participating State. 4. As provided in this published RFP all responses are to be submitted through the Utah Public Procurement Place (U3P) portal. Emailed proposals will not be accepted.

Answered by: Solomon Kingston

4/2/2021 9:08 AM MDT

EXHIBIT E
The Contractor's response to the Solicitation,
[1708691102_Product Catalog - March 2025.xlsx](#)
[\(live.com\)](#)