STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ---------- Form AA-14 (7/1/2016)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION

Contract# 00000000000000000035502

Agency/Department: Agency of Administration, Department of Buildings and General Services N/A

Vendor Name: WOLTERS KLUWER FINANCIAL SERVICES, INC.

Vendor Address: 1410 N. WESTSHORE BLVD., SUITE 400, TAMPA, FL 33607

Starting Date: 1/1/2018 Ending Date: 12/31/2020

Summary of contract or amendment: 35502 TEAMMATE

II. FINANCIAL INFORMATION

Maximum Payable: $114,735.00 Prior Maximum: Prior Contract# (if renewal):

Current Amendment Change Cumulative Amendments: $0.00 % Cumulative Change: 0%

Business Unit(s): BGS -[notes] VISION Account(s): DEPT ID: DEPT DEPEN.

Estimated Funding								
☐ %GF	☐ %SF	☐ %EF	☑ 100 %Other (name) DEPT DEPEN.
☐ %TF	☐ %GC-FUND	☐ %FF	

III. Procurement Performance Information (section A & B)

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

☐ Standard Bid or RFP ☐ Simplified Bid ☑ Sole Sourced ☐ Qualification Based Selection ☐ Statutory

B. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? ☑ Yes ☐ No

VI. Type of Agreement (select all that apply)

☐ Personal Service ☐ Non-Personal Service ☐ Commodity

☐ Construction ☐ Arch/Eng ☐ Marketing ☑ Info. Tech. ☐ Prof Service ☐ Data Use

☐ Retiree/Former SOV EE ☐ Financial Trans ☐ Zero-Dolla ☐ Privatization* ☐ Other

V. Suitability for Contract Service

☑ Yes ☐ No ☐ n/a Does this contract meet the federal definition of an Independent Contractor? If "NO", the contactor must be set up and paid on payroll through the VTHR system.

VI. Contracting Plan Applicable

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? ☐ Yes ☑ No

VII. Conflict of Interest

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

☐ Yes ☑ No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. Prior Approvals Required or Requested

☑ Yes ☐ No Attorney General certification is required under 3 V.S.A. § 342 (sign line #4 below)

☑ Yes ☐ No Attorney General review As To Form is required or requested: _____(AAG initial)

☑ Yes ☐ No Comm. of DII/CIO approval is required

☐ Yes ☑ No CMO approval is required: for Marketing services over $25,000

☐ Yes ☑ No Comm. Human Resources approval is required: for Privatization, Retirees Former Employees

☑ Yes ☐ No Secretary of Administration approval is required

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

1-Date	1-Agency/Department Head	2-Date	2-Agency Secretary (if required)
	e-Signed by Chris Cole on 2017-12-19 16:22:41 GMT		

3a-Date	3a-CIO	3b-Date	3b-CMO	3c-Date	3c-Commissioner DHR
	e-Signed by John Quinn on 2017-12-19 19:02:15 GMT				

4-Date	4-Attorney General	5-Date	5-Secretary of Administration
	e-Signed by Jesse Moorman on 2017-12-19 20:18:58 GMT		e-Signed by Brad Ferland on 2017-12-19 21:41:22 GMT

e-Signed by Darwin Thompson on 2017-12-19 18:33:47 GMT

e-Signed by peter Klpp on 2017-12-19 16:44:37 GMT

e-Signed by Jason Aronowitz on 2017-12-19 21:22:07 GMT

100103513 AC
Montpelier, VT

STATE OF VERMONT
STANDARD CONTRACT FOR TECHNOLOGY SERVICES

1. ***Parties.*** This is a contract for services between the State of Vermont, Office of Purchasing and Contracting on behalf of the Vermont State Auditor (hereinafter called "State"), and Wolters Kluwer Financial Services Inc., with a principal place of business in St. Cloud, MN, (hereinafter called "Contractor"). Contractor's form of business organization is C Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. ***Subject Matter.*** The subject matter of this contract is services generally on the subject of TeamMate AM. Detailed services to be provided by Contractor are described in Attachment A.

3. ***Maximum Amount.*** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $114,735.00

4. ***Contract Term.*** The period of contractor's performance shall begin on January 1, 2018 and end on March 31, 2021.

5. ***Prior Approvals.*** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is required.
- Approval by the CIO/Secretary ADS is required.
- Approval by the Commissioner DHR is not required.

6. ***Amendment.*** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. ***Termination for Convenience.*** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. ***Attachments.*** This contract consists of 35 pages including the following attachments which are incorporated herein:

Attachment A – Statement of Work
Attachment B – Payment Provisions
Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 07/01/2016)
Attachment D – Other Terms and Conditions for Information Technology Contracts
Attachment E– TEAMMATE® GLOBAL SUBSCRIPTION AND SERVICES AGREEMENT
Attachment F – TeamMate Hosting Services

9. Order of Precedence

Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence.:

1) Standard Contract
2) Attachment D Other Terms and conditions for Information Technology Contracts
3) Attachment C (Standard Contract Provisions for Contracts and Grants)
4) Attachment A with Exhibits
5) Attachment B
6) Attachment E – TEAMMATE® GLOBAL SUBSCRIPTION AND SERVICES AGREEMENT
7) Attachment F – TeamMate Hosting Services

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: _____

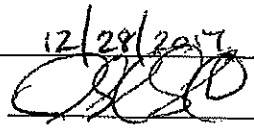
Signature: e-Signed by Chris Cole on 2017-12-29 15:15:05 GMT

Name: Christopher Cole

Title: Commissioner

By the Contractor:

Date: 12/28/2017

Signature: 

Name: Josh Statham

Title: Supervisor, Customer Support

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

1. **Scope:** The Contractor shall, in full satisfaction of the specific requirements of this Contract, provide software License, Hosting, Implementation and Training.

2. **Software Products:** Shall be as described in the line item(s) descriptions of this document.
   a. Delivery: Contractor shall deliver the software web based Software.

Product Name/SKU	Quantity	Maintenance Period
TeamMate AM - Audit Management 1 GB of storage per user	12 User Licenses	April 1, 2018- March 31, 2021

3. **Related Services:**
   a. Contractor shall provide 4 days of onsite consultation for the proper implementation, setup and configuration of TeamMate consisting of:

      i. Installation and Deployment of the TeamMate+ AM Software:
      Contractor's IT Services group will work directly with the State on the installation of both a test and production environment, as well as a sample configured database that can be used as a sandbox.

      Deliverable(s):
      - Installed hosted software in test and production environments.
      - TeamMate Installation and Technical Configuration Guide.

      ii. Analysis, Configuration, and Champion Education
      Contractor shall provide on-site and remote services in which it shall:

      - Identify the State's current audit processes, terminologies, and timelines
      - Work with the State on the real-time software configuration of the application, addressing known challenges experienced in the existing configuration
      - If new databases are established, historical data shall be imported for reporting purposes

      Deliverable(s):
      - Configured TeamMate software
      - TeamMate Champions Guide
      - TeamMate User Guides
      - TeamMate Technical Documentation

   b. Contractor shall provide 2 Days of basic on-site training on the use of TeamMate consisting of.
      i. End-User Education
      Contractor shall provide end-user education, reflective of the State's TeamMate AM configuration, and will focus on the basic features and processes within the application. Classes limited to approximately 20 attendees each. Attendees are eligible to receive NASBA-certified CPE credits. Contractor shall provide a consultant that will provide on-site services in which they will:

•Provide a general overview of the software and its capabilities
•Provide a multi-day education session

Deliverable(s):
•TeamMate Participant Workbooks

c. Contractor shall configure and set up the hosting server to provide access to TeamMate as a turnkey solution.

Product Name/SKU	**Quantity**
Implementation Consulting onsite	4 Days
Training	2 Days
Hosting Set-Up	1 Day

d. Throughout the applicable Support Period, provided that the State is not then in default of its obligations under this Agreement (including payment obligations) Contractor shall provide or cause to be provided the following Support services:

1. Telephone help-desk, and electronic and/or remote access support to assist The State in its Use of the Software and respond to any reported failures of the Software.

2. Contractor Shall provide Updates and Versions as Contractor from time to time produces and distributes generally to Software licensees under Support for no additional fees; and such other support services as Contractor provides generally to licensees as part of its then current Software support and maintenance program.

ATTACHMENT B
PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
   a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
   b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Invoices shall be submitted to the State at the following address:

   Office of the Vermont State Auditor

   132 State Street

   Montpelier VT 05633-5101

5. The payment schedule for delivered products, or rates for services performed are as follows:

Product Name/SKU	Quantity	Maintenance Period	Cost	Total
TeamMate AM - Audit Management Invoice upon implementation	12 User Licenses	April 1, 2018- March 31, 2021	$2,635.00 per user per year invoiced annually	$31,620.00
Implementation Consulting onsite Invoice upon completion	4 Days	None	$3,000.00 Per Day	$12,000.00
Training Invoice upon completion	2 Days	None	$3,000.00 Per Day	$6,000.00
Hosting Set-Up Invoice upon Completion	1 Day	None	$1,875.00	$1,875.00
Year 1 Total				$51,495.00
Year 2 Total				$31,620.00
Year 3 Total				$31,620.00

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately

retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

$1,000,000 Each Occurrence

$2,000,000 General Aggregate

$1,000,000 Products/Completed Operations Aggregate

$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. **Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing

the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. **Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. **Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities

receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable

efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

A. **Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. **Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. **No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or

transferred by any means outside continental United States, except with the express written permission of the State.

(End of Standard Provisions)

ATTACHMENT D
INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION TERMS AND CONDITIONS (rev. 4/27/17)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

"Contractor Documents" shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or "shrinkwrap," "clickwrap," "browsewrap" or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR'S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor's software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

a. Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the TeamMate Software (the "**Software**"), and any and all derivative works made to the Software or any part thereof, as well as all Work Product provided to the State ("**Contractor Proprietary Technology**"). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas,

concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the Software generated by the State's use of the Software, including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the Software will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the Software or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

b. State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "**State Intellectual Property**").

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

a. For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

b. **Confidentiality of Contractor Information.** The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. §

315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

c. **Confidentiality of State Information.** In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data").

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

a. **Security Standards.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor confirms that it has implemented and it shall maintain during the term of this Contract standard administrative, technical, and physical safeguards and controls designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the

information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

b. **Security Breach Notice and Reporting.** The Contractor shall have policies and procedures in place for the effective management of Security Breaches.

In the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a "Security Breach"), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. To the extent known, Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written report, as reasonably requested by the State. Contractor shall analyze and document the incident.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation ("DFR"), within fourteen (14) business days of the Contractor's discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor's subcontractors, affiliates or agents which may be "data collectors" hereunder.

The Contractor agrees to fully cooperate with the State with respect to the following: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

c. **Security Policies.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

d. **Operations Security.** To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall

cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results.

e. **Redundant Back-Up.** The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

f. **Vulnerability Testing.** The Contractor shall run vulnerability assessments. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Once remediation is complete, Contractor shall re-perform the test.

6. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

a. **General Representations and Warranties.** The Contractor represents, warrants and covenants that:

(i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

(ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

(iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

(iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

(v) The Contractor has adequate resources to fulfill its obligations under this Contract.

(vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

b. **Contractor's Performance Warranties.** Contractor represents and warrants to the State that:

(i) All Deliverables will be free from material errors at time of delivery and shall perform in accordance with the specifications therefor for a period of six months.

(ii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;

(iii) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

(iv) All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all leins, claims, mortgages, security interests, liabilities and encumbrances or any kind.

(v) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if harmful code is present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

(vi) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

c. **Limitation on Disclaimer.** The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

d. **Effect of Breach of Warranty.** If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

7. LIMITATION OF LIABILITY.

CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (C) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FALSE CLAIMS ACT. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS MADE DIRECTLY AGAINST THE CONTRACTOR AND NOT THE STATE WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

8. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

9 REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

10 NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

11 TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including

without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

13. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

14. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and

State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

15 CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

16 SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

17 APPROVED MODIFICATIONS TO ATTACHMENT C.

a. Attachment C, Section 7 "Defense and Indemnity" is hereby deleted and replaced with the following language:

7. Defense and Indemnity for Intellectual Property Infringement: The Party shall defend and indemnify the State and its officers and employees against all third party claims or suits arising in whole or in part from any claim alleging that the Software provided by the Party infringes the intellectual property rights of a third party. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party.

b. **Attachment C, Section 8 "Insurance" is hereby deleted and replaced with the following language:**

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

TYPE OF COVERAGE	US Version
Commercial General Liability	$1,000,000 combined single limit per occurrence $2,000,000, general aggregate
Professional Technology and Media Liability (aka Errors & Omissions) including Internet Professional Services Liabilities, Media Services Liabilities (IP, privacy, defamation), Misc. Prof'l Liabilities, Security & Privacy Liabilities, Technology E&O Liabilities, and Certain Cyber Exposures	$1,000,000 per claim made $2,000,000 general aggregate
Property Damage/Business Interruption ("All Risks" @ full replacement value re: Wolters Kluwer property and 3d pty property in Wolters Kluwer care, custody, control)	$1,000,000 per occurrence
Crime/Fraud	$1,000,000 per financial loss
Workers Compensation	Statutory Limits
US Employer's Liability	$ 1,000,000 each accident/disease/employee
US Automobile Liability	$1,000,000 per occurrence
US Umbrella/Excess Liability	$4,000,000 each occurrence/general aggregate

The Party will include the State and their Officers, Agents, and Employees as Additional Insureds for vicarious liability arising out of the performance of this agreement under the Party's US General Liability insurance policy. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Except in the case of routine renewal cycles, the Party shall endeavor to provide the State with at least thirty (30) calendar days prior written notice of cancellation or nonrenewal of the policies.

c. **Attachment C, Section 13 "Records Available for Audit" is hereby deleted and replaced with the following language:**

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any non-privileged or otherwise confidential written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

d. **Attachment C, Section 19 "Sub-Agreements" is hereby deleted and replaced with the following language:**

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Consent shall not be required for assignment to an affiliate or in connection with any sale, disposition, reorganization or other similar transaction, provided that Party shall provide notice to the State not less than five days prior to any such assignment. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

e. **Attachment C, Section 30 "Termination Assistance" is hereby deleted and replaced with the following language:**

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State at the cost of the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

(End of Attachment D)

ATTACHMENT E

TeamMate™ Global Subscription and Services Agreement

This TeamMate Subscription Agreement (this "Agreement") is made by and between Wolters Kluwer Financial Services, Inc. ("WKFS"), and "Customer", and governs Customer's right to access and use the Application, effective as of the date Customer signs the Order Form for the Application or otherwise purchases or renews a Subscription to the Application. This Agreement will continue to govern any other Application(s) listed on any future Order Forms, subject to Section 11.1 hereof.

1. **DEFINITIONS.** Capitalized terms used but not defined elsewhere in this Agreement shall have the respective meanings set forth below:

1.1. "Affiliate" means with respect to an entity party to this Agreement, any entity which, directly or indirectly, controls, is controlled by or is under common control with such party, where control means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise.

1.2. "Application" means the means the TeamMate™ electronic audit management software suite *or* the TeamMate™ electronic controls management software suite *or* the TeamMate™ Express application(s) listed on an Order Form, as such applications may be updated from time to time by WKFS in its sole discretion.

1.3. "Authorized User" means each individual employee of Customer or its authorized agents or subcontractors who uses the Application as operated or made available by or through Customer, regardless of whether such individual is actively using the Software at any given time, and is covered by an appropriate Subscription hereunder. An Authorized User does not acquire individual rights in the Application other than the right to access and use such Application on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions of this Agreement, including subsection 2.5 hereof.

1.4. "Customer" means the person or entity identified as the customer on the Order Form(s). The term "Customer" can also include an Affiliate of the primary Customer.

1.5. "Designated Office(s)" means the site(s), location(s), and/or address(es) for which Customer purchases Subscriptions for the Application as identified in the Order Form(s).

1.6. "Fees" means the amounts payable by Customer to WKFS under the Order Form(s) and this Agreement.

1.7. "Online Account" means the authorized access into the Application as established by WKFS for use by any particular Authorized User, and includes the controls, permissions and data unique to such user.

1.8. "Online Account Access Information" means the private access information (for example, username and password) used by each Authorized User of the Application to access his/her individual Online Account.

1.9. "Order Form" means the State of Vermont Contract to which this Agreement is attached.

1.10. "Subscription" means the rights granted to Customer by WKFS to access and use the Application, pursuant to the terms of this Agreement.

The use of the word "including" means "including without limitation."

2. RIGHT TO USE; CONDITIONS OF USE; OWNERSHIP

2.1. Right to Use.

2.1.1. Grant of Right. Subject to the terms and conditions of this Agreement, WKFS grants to Customer a limited, nontransferable, nonexclusive right to access and use, and to permit Authorized Users to access and use, the Application solely for Customer's internal use and for the purpose of performing internal auditing or compliance management services for Customer, without any further right to access or use the Application in any manner. WKFS reserves all rights in and to the Application not expressly granted in this Agreement. Without limiting the generality of the foregoing, the right to access and use the Application granted herein does not cover any underlying components of the Application, WKFS's underlying application engines, or any other component of the Application or the operating environment within which the Application operates that is not intended by WKFS for

access by any Authorized User.

2.1.2. **Authorized Users.** Customer shall purchase a Subscription for each Authorized User and shall not permit any person other than an Authorized User to use or access the Application. Customer shall cause each Authorized User to comply with the terms and conditions of this Agreement.

2.1.3. **Third-Party Service Providers.** Certain Applications may include functionality that is documented and intended to allow Third-Party Service Providers to access Customer's Online Account to view data specific to such Customer. Customer may provide such limited access to its Third-Party Service Providers; provided that such Third-Party Service Providers (a) use the Application only for Customer's internal business purposes and (b) agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Third-Party Service Provider (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Third-Party Services Provider (or its Users) shall be deemed a breach by the Customer.

2.1.4. **Condition of Rights.** The rights granted to Customer under this Agreement are conditioned upon Customer's compliance with the terms of this Agreement and the Order Form(s), including the timely payment of all applicable Fees.

2.2. **Protection of Online Account Access Information.** WKFS will supply Customer with the means to create private Online Account Access Information for its Authorized Users so that such Authorized Users may log into their respective Online Accounts within the Application. Online Accounts are designed for private use and should only be accessed through Authorized User's Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users' Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of the Application as made through Customer's and its Authorized Users' Online Accounts by any person and for insuring that all use of Customer's and its Authorized Users' Online Accounts is for authorized purposes only and complies fully with the provisions of this Agreement. Customer agrees to promptly notify WKFS of any unauthorized use of any Online Account Access Information or any other breach of security upon becoming aware thereof, assist in preventing any recurrence thereof and otherwise cooperate fully in any proceedings or other actions undertaken to protect the rights of WKFS.

2.3. **Additional Online Terms.** RESERVED

2.4. **Internet Connectivity; Disclaimer.** WKFS (either itself or through a third party) will make the Application available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Application. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Application or performance hereunder. Customer agrees that WKFS is not in any way responsible for any interference with Customer's use of or access to the Application arising from or attributable to the Internet and Customer waives any and all claims against WKFS in connection therewith.

2.5. **Restrictions.** Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) modify, port, adapt or translate or create any derivative works from or based on the Application, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Application, or (c) combine or merge the Application with, or incorporate it into, any other software, (d) rent, lease, distribute (or redistribute), except as authorized by this Agreement, provide or otherwise make available the Application, in any form, to any third party; (e) share any Online Account or Online Account Access Information with third parties; (f) create any "links" to or "frame" or "mirror" the Application or any portion thereof; or (g) defeat, disable or circumvent any protection mechanism related to the Application. In addition, Customer shall not violate or attempt to violate the security of WKFS's networks or servers, including (x) accessing data not intended for Customer or log into a server or account which Customer is not authorized to access; (y) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (z) attempting to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

2.6. **Suspension of Access.** In addition to any other suspension or termination rights of WKFS pursuant to this Agreement, WKFS may suspend or terminate Customer's access to and/or use of, or otherwise modify, the Application and/or any component thereof, and/or any Online Account or any Online Account Access Information without prior notice (a) in the event Customer (including any Authorized User, Third-Party Service Provider or other person or entity acting through or on behalf of Customer) is determined by WKFS, in WKFS's

sole judgment, to have or attempted to have damaged, harmed or misused WKFS's software, server, network or other systems; or (b) as necessary or appropriate to comply with any law, regulation, court order, or other governmental request or order or otherwise protect WKFS from potential legal liability or harm to its business. WKFS will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably practicable. In the event of a suspension, WKFS will promptly restore Customer's access to the Application as soon as the event giving rise to the suspension has been resolved as determined in WKFS's discretion. Nothing contained in this Agreement will be construed to limit WKFS's actions or remedies or act as a waiver of WKFS's rights in any way with respect to any of the foregoing activities. WKFS will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of the Application as set forth in this section.

2.7. **Unauthorized Acquisition.** WKFS expressly prohibits the use of any product or service from WKFS that has been improperly obtained and/or accessed. For purposes of illustration, but not limitation, examples include any product or service that: (a) is acquired from an unauthorized reseller or distributor; (b) is pirated, cracked or hacked, including through the use of Online Account Access Information established for use by another individual; (c) has been acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (d) is acquired with the use of false or inaccurate statements and/or information (e.g., false name, contact information, or payment information; or false declaration of the total number of end users).

2.8. **Reservation of Rights & Ownership of Developed Materials.** WKFS and its Affiliates and any applicable licensors, retain all intellectual property and other proprietary rights, including all patent, copyright, trade secret, trade name, trademark, and other proprietary rights, related to the Application which are protected under United States intellectual property laws and international treaty provisions. Any unauthorized use of any Application will result in cancellation of this Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "Wolters Kluwer Financial Services, Inc.," "WKFS," "TeamMate" or any other trade or service marks of WKFS or any of its Affiliates in Customer's announcements, advertising or other materials unless expressly agreed to in writing by an authorized representative of WKFS. Customer acknowledges and agrees that WKFS and its Affiliates and any applicable licensor's retention of contractual and intellectual property rights is an essential part of this Agreement. WKFS and its Affiliates and any licensor (as applicable) will own and Customer hereby assigns to WKFS all rights in (i) any copy, translation, modification, adaptation or derivative work of the Application, including any improvement or development thereof, whether provided as part of Support, Services or otherwise, and whether or not developed by or for the Customer, and (ii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer.

2.9. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Application is provided with RESTRICTED RIGHTS. Any access or use of the Application by the United States Government is subject to restrictions as set forth in FAR 12.212 or DFARS 227.7202-1(a), 227.7202-3(a) and 227.7202-4 (1995) and, to the extent required under U.S. federal law, the minimum restricted rights as set out in FAR 52.227-19 (DEC 2007) or FAR 52.227-14 (DEC 2007). To the extent any Technical Data is provided pursuant to the Agreement, such data is protected per FAR 12.211 and DFARS 227.7102-2 and to the extent explicitly required by the U.S. Government, is subject to limited rights as set out in DFARS 252.227.7015 (NOV 1995) and DFARS 252.227-7037 (SEPT 1999). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the manufacturer is Wolters Kluwer Financial Services, Inc., 100 S. Fifth Stree, Suite 700, Minneapolis, MN 55402. If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Application from public disclosure and to consider the Application exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or use of the Application.

3. FEES AND PAYMENT

3.1. **Fees.** Customer must pay to WKFS the Fees for the Application (including associated Support) set forth on the Order Form(s). All Fees and expenses are quoted and invoiced in the currency specified in the applicable Order Form. All invoiced amounts are due and payable by Customer within thirty (30) days after the invoice date. Additional fees as documented on an Order Form may be charged for additional Support and/or Services. Customer agrees to pay all such Fees within thirty (30) days of the invoice date. WKFS may assess a late payment Fee equal to the lesser of one and one-half percent (1½%) of the unpaid amount or the highest interest rate allowed by applicable law for each succeeding thirty (30) day period or portion thereof

in which Fees are not paid in full. In addition, WKFS, in its discretion, may suspend or deny access to the Application if there is an unpaid invoice that is outstanding. ALL SALES ARE FINAL.

3.2. **Taxes.** Fees are exclusive of any federal, state or local sales, foreign withholding, use, property, excise, service, value added, electronic/internet commerce, export, import or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. Customer is responsible for directly paying any such taxes assessed against it. Such taxes do not include taxes based upon WKFS's income. Taxes are calculated on product plus additional charges, where applicable. WKFS acknowledges receipt of Customer's tax exemption certificate. Customer acknowledges that the Application is pre-written software of general application.

4. TERM & TERMINATION

4.1. **Expiration of Rights.** The initial term for Customer's Subscription to the Application (including Support) will commence on the effective date and continue for such initial term as shown on the applicable Order Form. Thereafter, Customer may elect to renew its Subscription for successive one (1) year renewal terms . Subscription Fees for each successive renewal term are payable by Customer annually in advance. At the request of WKFS, not more frequently than annually, Customer will provide WKFS with an update and/or confirmation of the number of Authorized Users of the Application and to the extent such number of Authorized Users has increased, Customer will pay WKFS such increased Subscription fees as required hereunder.

4.2. **Expiration of Agreement.** If the Subscription(s) granted under this Agreement are not renewed, then this Agreement will automatically expire and terminate upon the expiration of Customer's Subscription to the last Application governed under this Agreement.

4.3. **Termination of Agreement for Cause by WKFS.**

4.3.1. This Agreement, including all rights provided hereunder, may be terminated by WKFS for cause if Customer fails to cure a breach of this Agreement within thirty (30) days of being provided with notice of such breach, or such longer period of time as may be specified in the notice.

4.3.2. Termination of this Agreement pursuant to this subsection 4.3 will not affect any remedies available to WKFS by law or equity.

4.4. **Effect of Expiration or Termination of Agreement.** Upon any expiration or termination of this Agreement, all rights granted to Customer hereunder will immediately terminate and WKFS will have the right to immediately and indefinitely terminate Customer's access to and use of the Application. The following sections will survive the expiration or termination of this Agreement: subsections 2.4, 2.5, 2.7, 2.8, 2.9, 4.3, 4.4, 8.3, 8.4 and 8.5, and Sections 1, 7, 9, 10 and 11.

5. SUPPORT

5.1. **Support.** During each annual Subscription term, WKFS will provide such remote support services as WKFS provides generally to customers as part of its then current Application support program ("**Support**"). Unless otherwise provided in the Order, Support will be provided to Customer at no additional charge during each annual Subscription term.

5.2. **WKFS Support Obligations.** Throughout the applicable Subscription term, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in Section 5.3, WKFS will provide or cause to be provided the following Support services: (a) telephone help-desk, and electronic and/or remote access support to assist Customer in its Use of the Application and respond to any reported failures of the Application (provided that this support shall not be in lieu of obtaining training with respect to the Application, for which there is a service charge); (b) provision of such updates and versions as WKFS from time to time produces and distributes generally to licensees under Support for no additional fees; and (c) such other support services as WKFS provides generally to licensees as part of its then current support and maintenance program.

5.3. **Exclusions.** WKFS Support will not include: (a) resolution of problems resulting from: (i) any modification of or damage to the Application or its operating environment by Customer, (ii) Customer's failure to operate the Application in an approved hardware and software environment or otherwise in accordance with applicable WKFS Documentation; (b) Services, including but not limited to any installation, implementation and other Services; or (c) any tax, accounting, legal or other professional or expert advice of any kind, including any advice regarding the appropriate handling of tax and accounting issues, or

otherwise.

5.4. **Termination of Support.** If Customer's Subscription to use the Application is terminated for any reason, Support will terminate automatically as to such Application.

6. SERVICES

6.1 **General.** WKFS may offer certain additional services related to the Application. Such services may include, but are not limited to: (i) implementation services; (ii) training for Customer personnel; (iii) file conversion services; and (iv) any other services specifically identified in an Order Form (hereinafter referred to as "**Services**"). WKFS will provide Services, at Customer's election and following Customer's signature and WKFS's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with such Order Form and subject to the terms and conditions of this Agreement.

6.2 **Services Performance.** In performing Services, WKFS may assign WKFS personnel, authorized agents or qualified third-party contractors ("**Consultants**"). Customer agrees to provide the information, facilities, personnel and equipment, including, if applicable, suitably configured computers, that may reasonably be identified by WKFS as necessary or appropriate to the performance of any Services. Customer shall advise WKFS of any hazards to the health and safety of WKFS's personnel on the Customer's premises and provide WKFS's personnel with appropriate information regarding applicable safety and security procedures.

6.3 **Services Pricing.** Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at WKFS's then current rates. WKFS reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse WKFS for all reasonable travel and other out-of-pocket expenses incurred in connection with WKFS's performance of Services hereunder.

7. CUSTOMER'S PROFESSIONAL RESPONSIBILITY

7.1. **Professional Responsibility.** Customer understands, agrees and acknowledges that:

7.1.1. Use of the Application does not relieve Customer of responsibility for the preparation, content, accuracy (including computational accuracy), and review of financial statements and work papers prepared by Customer while using the Application or any other work product generated by Customer while using the Application;

7.1.2. Customer will neither inquire nor rely upon WKFS for any tax, accounting, legal or other professional or expert advice of any kind;

7.1.3. Customer will retrieve in a timely manner any electronic communications made available to Customer by WKFS; and

7.1.4. Customer is fully and solely responsible for: (a) selection of adequate and appropriate Applications to satisfy Customer's business needs and achieve Customer's intended results; (b) use of the Application; (c) all results obtained from the Application; (d) selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of the Application, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, computer equipment or services used with the Application.

7.2. **Customer's Acknowledgments.** Customer acknowledges that:

7.2.1. Customer has full power and authority to enter into this Agreement and all Order Forms hereunder and to perform its obligations under this Agreement and such Order Forms, and that this Agreement and all such Order Forms have been duly authorized and constitute valid and binding obligations of Customer;

7.2.2. Customer is accessing and using the Application solely for Customer's own internal use;

7.2.3. Customer will not access or use the Application to create a product, service or database that competes with WKFS or any Application;

7.2.4. Customer is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business;

7.2.5. Customer will be solely responsible for compliance with this Agreement by the Authorized Users;

7.2.6. Customer will not knowingly violate the rights of any third party while accessing or using the Application;

7.2.7.

7.2.8. Customer will not knowingly: upload or transmit any Customer Data: (i) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to

the Customer Data); ;

7.2.9. ;

7.2.10.

7.2.11. WKFS does not claim any ownership rights in any Customer Data. However, by making Customer Data available through the Application, Customer grants WKFS the nonexclusive, worldwide, transferable right, on a royalty-free basis, with a right to sublicense this right only to third parties assisting WKFS in providing the Application or otherwise fulfilling WKFS's obligations hereunder, to possess, store, use, copy, distribute and process Customer Data on the Application on Customer's behalf and on behalf of Clients (if applicable) solely for the purposes of fulfilling WKFS's obligations and/or exercising WKFS's rights hereunder.

7.3. **Indemnification. RESERVED**

8. WKFS WARRANTIES

8.1. **WKFS's General Warranties.** WKFS represents and warrants that: (i) it has title to the Application or the right to grant Customer the rights granted hereunder; (ii) the Application does not violate any third party's United States patent, copyright or trade secret rights; and (iii) WKFS has not inserted any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy, and WKFS's sole, exclusive and entire liability, for a breach of items (i) and (ii) by WKFS shall be the exercise of Customer's indemnity rights under subsection 8.2 below. For a breach of item (iii), Customer's sole and exclusive recourse and remedy - and WKFS's sole, exclusive and entire liability - shall be to terminate the Agreement and obtain a refund of the Fees paid for the directly affected Application less an allocation for use made by Customer prior to the breach.

8.2. **Indemnification by WKFS.**

8.2.1. Subject to the other terms and conditions set forth herein, WKFS agrees to defend Customer, its employees, officers and directors, at WKFS's sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into in compliance with this Agreement) from and against any claims, demands, actions or proceedings by any third parties alleging that Customer's use of the Application as provided and permitted herein infringes or violates such third party's United States patent, copyright or trade secret rights; provided that: (i) WKFS is notified promptly in writing of the claim; (ii) WKFS controls the defense, settlement and approval of the claim; and (iii) Customer cooperates reasonably, assists and gives all necessary authority to WKFS and reasonably required information in connection with the defense or settlement of the claim.

8.2.2. WKFS's indemnity obligations under subsection 8.2.1 hereof will not apply if and to the extent that they arise from or relate to: (i) the access or use of the Application in any manner other than as provided and permitted by WKFS hereunder and as required to be used by Customer hereunder; (ii) the use of the Application in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology not supplied by WKFS; or (iii) any Customer Data or other data or information, or other intellectual property supplied by Customer, an Authorized User or any third party.

8.2.3. If any Application becomes, or in WKFS's opinion, is likely to become, the subject of a third party claim covered by WKFS's indemnification obligations under subsection 8.2.1, then WKFS may, in its sole discretion and at its sole cost and expense: (i) procure for Customer the right to continue using such Application; (ii) modify the infringing portion of the Application so as to render it non-infringing but still appropriate for its intended use under this Agreement; or (iii) replace the infringing portion of the Application with non-infringing items with substantially similar functionality. If WKFS reasonably determines that none of the foregoing is commercially practicable, then WKFS may elect to terminate this Agreement and grant Customer a refund of the Fees paid for the affected Application less an allocation for use made by Customer prior to the termination.

8.2.4. This Section 8.2 states WKFS's entire liability and the sole and exclusive remedy of Customer, its employees, officers, directors and Affiliates and any Authorized User with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

8.3. **Limited Warranty.** EXCEPT AS STATED IN SUBSECTION 8.1, THE APPLICATION, SUPPORTAND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WKFS DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMACE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE APPLICATION. WKFS DOES NOT WARRANT THAT THE APPLICATION OR ANY COMPONENT THEREOF WILL BE UNINTERRUPPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR

DEFECT FREE, THAT THE APPLICATION OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL APPLICATION DEFECTS WILL BE CORRECTED. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE APPLICATION AND WKFS WILL HAVE NO LIABILITY THEREFOR.

8.4 **Limitation of Liability and Damages. RESERVED**

8.5 **Third Party Products.** The Application may contain code, content, features, functionality, and components that are provided by third-parties. Furthermore, the Application may require data and information from third-parties in order to work properly. ANY SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY WKFS. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY SUPPLIERS OF SUCH THIRD-PARTY PRODUCTS OR SERVICES AND CUSTOMER HEREBY RELEASES WKFS FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.

9. DISPUTE RESOLUTION

9.1. Audit. RESERVED

9.2. Limitations Period. RESERVED

9.3. Jurisdiction. RESERVED.

9.4. Waiver of Jury Trial. RESERVED

9.5. Enforcement. RESERVED

9.6. Remedies. Customer acknowledges that the Application and other proprietary information of WKFS are unique and that, in the event of any breach of this Agreement by Customer, WKFS may not have an adequate remedy at law, and will be entitled to seek injunctive or other equitable relief without the necessity of proving actual damages. Unless specifically stated otherwise elsewhere in this Agreement, the various rights, options, elections, powers and remedies of a party or parties to this Agreement shall be construed as cumulative and no one of them exclusive of any others or of any other legal or equitable remedy, which said party or parties might otherwise have in the event of breach or default in the terms hereof.

9.7. Notices. All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third party, nationally recognized tracked express mail service, postage prepaid, addressed to either Customer's billing address or Wolters Kluwer Financial Services, Attn: TeamMate Sales, 100 S. Fifth St., Suite 700, Minneapolis, MN 55402 with a copy to Wolters Kluwer Financial Services, Attn: Legal, 100 S. Fifth St., Suite 700, Minneapolis, MN 55402. Customer agrees to always provide WKFS with Customer's most current contact information, including Customer's address, phone number, fax number and e-mail address.

9.8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. In any event, the remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

9.9. Waiver. A party's failure or delay to require compliance with any term of this Agreement, or to exercise any right provided herein, shall not be deemed a waiver by such party of such term or right. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, shall operate as a waiver or legally bar a party from enforcing any right, remedy or condition. All waivers must be made in writing and signed by the waiving party and any such waiver on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

10. CONFIDENTIALITY

10.1. **Nonuse and Nondisclosure.** Customer and WKFS agree that during the term hereof and for four (4) years after termination or expiration of this Agreement, or for such longer period as may be required by applicable

law or regulation, all non-public information furnished or disclosed to the other pursuant to this Agreement, including the terms of Customer's Order Form(s), proprietary information within the Application, Customer Data, WKFS internal policies, procedures or third party audit or attestation reports and any discussions between the parties regarding other potential business relationships (the "**Confidential Information**"), shall be held in strict confidence by the other party, and will not be used other than as provided herein or made available or disclosed to any third party without the other party's prior written consent. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform the obligations under this Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 10 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care).

10.2. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (i) is now or subsequently enters the public domain through means other than disclosure by a party hereto in breach of the terms of this Agreement; (ii) is lawfully obtained from a third party without an obligation of confidentiality; (iii) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (iv) is required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must, to the extent legally permitted, notify the disclosing party of any such requirement prior to disclosure in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.

10.3. **Expiration.** Upon termination or expiration of this Agreement, both parties agree to destroy all copies of written Confidential Information. Notwithstanding any of the foregoing, WKFS shall be entitled to keep copies of Confidential Information (i) preserved or recorded in any computerized data storage device or component (including any hard drive or database) or saved automatically to standard back-up or archival systems, and/or (ii) as required by applicable law or regulation; provided, that such Confidential Information shall remain subject to the confidentiality requirement of this Agreement. The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this Section 10.

11. **MISCELLANEOUS**

11.1. **Entire Agreement. RESERVED .**

11.2. **Evaluation Use.** If the Application is made available to Customer on an evaluation, demonstration or trial basis, then this Agreement will govern Customer's access and use except as modified by this subsection 11.2. Any Application made available to Customer for evaluation, demonstration or trial purposes shall only be accessed and used for a limited period of time. Certain functionality of such Application may be disabled or restricted. Commercial use of such Application is not authorized, is outside the scope of this Agreement, and is a violation of U.S. and international copyright laws. Access to any Application made available on an evaluation, demonstration or trial basis shall be terminated and disabled by WKFS upon the conclusion of the evaluation, demonstration or trial. Customer must purchase a Subscription from WKFS before accessing or using the Application for any commercial purpose. The following sections of this Agreement shall not apply to any Application made available to Customer on an evaluation or trial basis: subsections 2.1, 8.1 and 8.2, and Sections 3, 4 and 5.

11.3. **Force Majeure. RESERVED**

11.4. **Export Restrictions.** Customer is advised that the Application may be subject to access and export controls under United States laws and regulations, including the U.S. Export Administration Regulations, and diversion contrary to U.S. law and regulation is prohibited. Customer agrees to not directly or indirectly access, export, import or transmit the Application from or to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including those countries embargoed from time to time by the U.S. government or the United Nations). Additionally, Customer agrees not to directly or indirectly access, export, import, transmit or use the Application contrary to the laws or regulations of any other governmental entity that has jurisdiction over such access, export, import, transmission or use. Customer represents and agrees that neither the United States Bureau of Industry and Export Administration nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges.

11.5. **Modification/Replacement of Application.** WKFS reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify the Application or any component thereof for any reason. If the Application is discontinued during the term of a Subscription granted hereunder, then WKFS will, in Customer's sole discretion, either: i) provide a pro-rata refund of the Fees paid for the discontinued Application and any related Support; or ii) provide Customer with access to a product having substantially similar or greater functionality (with WKFS reserving the right to charge additional Fees for any such greater functionality) for the remainder of the then current Subscription term.

11.6. **No Third Party Beneficiary.** No third party is intended to be or shall be a third party beneficiary of any provision under this Agreement. WKFS and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

11.7. **Assignment.** RESERVED

Data Transmission Notification. The Application may transmit to the servers on which the Application is hosted, various information relating to how Customer and its Authorized Users access and/or use the Application, as well as general information about Customer's and its Authorized Users' computer system from which the Application is being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version), as well as certain records that Customer has created while using the Application. WKFS may use this information for purposes of improving, enhancing or further developing the Application, for internal quality assurance and software error checking, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. WKFS shall keep this information confidential in accordance with Article 10 hereof.

(End of Attachment E)

ATTACHMENT F
TeamMate Hosting Services
Service Level Agreement

The Software that is hosted as part of TeamMate Hosting Services (the "**Hosted Software**") will be provided by Licensor using commercially reasonable efforts to Licensee at least 99.9% of Available Time (the "**SLA**"). Available Time means 24 hours a day by 7 days a week, inclusive of all public or national holidays, but excluding any maintenance windows as set forth below.

Any unavailability of the Hosted Software due to: (a) scheduled or emergency maintenance outages; (b) interruption in third party networks; (c) Internet issues; (d) Customer action or inaction; (e) Customer's failure to meet the minimum system requirements to access and Use the Hosted Software; (f) Customer hardware or operating system failures, (g) Customer operator errors; (h) use of any portion of the Hosted Software in a manner not permitted or contemplated by this agreement; or (i) Customer's other breach of this agreement, shall not be considered in calculating whether the foregoing service level has been satisfied.

If Licensor fails to meet the SLA in any given month, Licensor shall provide the following credits: (a) for each percentage point (1%) or fraction of a percentage point by which Licensor fails to achieve the SLA on a monthly basis, the fees due under this Hosting Agreement for the month in which the SLA was not met will be credited by one (1%) per cent, up to a maximum credit of twenty five (25%) per cent. Nothing herein shall preclude the State from exercising its right to terminate this agreement for cause if either (a)Licensor fails to meet the SLA more than three months in any twelve month period, or (b) if the foregoing maximum monthly credit is exceeded. Any credits due shall be paid to the State by the Contractor within thirty days following the end of the month within with the SLA credit arises.

(End of Attachment F)