



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR2492

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Unisys Corporation (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

The attached MILESTONE PORTAL TERMS OF SERVICE AND ACCEPTABLE USE AGREEMENT is made a part of Attachment E.

Effective Date of Amendment: 04/1/2018

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Contractor's Signature

Date

Kent Beers Director

State of Utah Division of Purchasing

Date

DAVID L. TRIPP
Contractor's Name (Print)

Title (Print)

CLIENT EXECUTIVE, NASPO

Purchasing Agent

Phone #

e-mail

Contract #

Solomon Kingston

801-538-3228

AR2492

Milestone SaaS Usage Addendum

WHEREAS, Milestone has developed certain software, commercially known as the "Milestone ePortal", which is comprised of certain object and source code, which may be revised, updated, modified, and altered by Milestone from time to time (the "EPORTAL"), and which software provides seamless integration to a utility company's website and will allow a utility company's customer to access and manage pertinent information about their account(s); and

WHEREAS, Milestone has authorized Unisys to resell access to and use of the EPORTAL, pursuant to the contract between Unisys and Purchasing Entity (the "Agreement"), and subject to the terms and conditions set forth in this Addendum.; and

NOW, THEREFORE, in consideration of the promises, covenants, and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto hereby agree as follows:

1. Registration Required. Authorized Users must register to be granted access to use the EPORTAL. Once registered on the EPORTAL, Authorized Users can request a new service, cancel a service, access and manage valuable account information, make payments, and view their enrollment in special programs offered by Unisys. If an Authorized User has multiple accounts, all accounts can be managed using a single user-id and password.

2. Definitions. The following definitions shall apply to this Agreement.

"Purchasing Entity" means as defined in Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

"Authorized User" means a named individual to whom Purchasing Entity has granted access to use the EPORTAL.

"Authorized Personnel" means Purchasing Entity's employees or agents who have entered into a written agreement with Purchasing Entity obligating such employees to protect the proprietary rights of Milestone and its licensors, to comply substantially with the nondisclosure provisions of this Agreement, as authorized herein.

"EPORTAL" means the "Milestone ePortal" which is comprised of certain object and source code, which may be revised, updated, modified, and altered by Milestone from time to time, and which software provides seamless integration to a utility company's website and will allow a utility company's customer to access and manage pertinent information about their account(s).

"Milestone Proprietary Information" means all proprietary information, know-how, trade secrets, Intellectual Property, and Confidential Information developed or held by Milestone or obtained by Milestone from third parties other than Unisys relating to Milestone's business. Milestone Proprietary Information includes, without limitation, all versions of the EPORTAL.

3. Right to Access and Use.

(a) Use Rights; Access. Milestone hereby grants Unisys a limited, personal, non-exclusive right to allow Purchasing Entity to access and use the EPORTAL. Unisys may grant a limited, personal, non-transferrable, and non-exclusive right to Purchasing Entity to allow the Purchasing Entity's Authorized Personnel and Authorized Users to access and use the EPORTAL.

(b) No Third-Party Access to the EPORTAL. Neither Unisys nor Purchasing Party may grant or allow access to the EPORTAL to any third parties, other than Purchasing Entity and its Authorized Personnel and Authorized Users

(c) Modifications of the EPORTAL. Unisys and Purchasing Entity shall not directly or indirectly reverse engineer, disassemble, decompile or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how or algorithms relevant to the EPORTAL; or modify, translate or prepare any derivative works based on the EPORTAL of the EPORTAL. Unisys and Purchasing Entity acknowledge that the EPORTAL is proprietary and contains confidential and valuable trade secrets of Milestone, which Unisys and Purchasing Entity agree to safeguard as provided for pursuant to the confidentiality restrictions in the Agreement.

(d) Restricted Use. Unisys and Purchasing Entity shall not use or access, nor allow its Authorized Personnel and/or Authorized Users to use or access, the EPORTAL for any reason other than as permitted by this Agreement, or any policies or procedures published on the EPORTAL. The Purchasing Entity is responsible for ensuring that Authorized Personnel and/or Authorized Users' use of the EPORTAL is in compliance with all applicable laws and governmental regulations and Purchasing Entity acknowledges that the Purchasing Entity assumes all risk arising from any such use that is not compliant with applicable laws and regulations.

(e) Purchasing Entity Data. Purchasing Entity owns all right, title, and interest in its data provided to Milestone hereunder or through the EPORTAL, including Purchasing Entity's Confidential Information (collectively, "Purchasing Entity Data"). Purchasing Entity hereby grants to Milestone and Unisys a non-exclusive, non-transferable (except as set forth in below), non-sublicensable right and license to use, copy, transmit, modify, and display the Purchasing Entity Data solely for purposes of Purchasing Entity's use of the EPORTAL.

(f) No Sensitive Data; Unisys Responsibilities. Unisys and Purchasing Entity acknowledge that the EPORTAL is not intended for the storage of confidential, sensitive, or proprietary information, such as credit card numbers, financial account numbers, or other similarly sensitive personal information. Purchasing Entity shall store such information on the Purchasing Entity system and environment, and Purchasing Entity assumes all risk arising from use of any such sensitive information with the EPORTAL, including the risk of any inadvertent disclosure or unauthorized access thereto.

(g) Security. Purchasing Entity is solely responsible for maintaining the security of its information systems used to access the EPORTAL, and for its Authorized Personnel's and Authorized Users' compliance with the terms of this Agreement. Purchasing Entity acknowledges and agrees that Unisys and Milestone may act as though any electronic communications received under any of Purchasing Entity's employees', contractor's, Authorized Personnel's or Authorized Users' names have been sent by the respective party and shall rely on same, unless provided with written notice to the contrary. The Purchasing Entity will immediately notify Unisys and Milestone if it becomes aware of any loss or theft or unauthorized use of any passwords or usernames pertaining to the EPORTAL. The Purchasing Entity acknowledges and agrees that Milestone shall have the right at any time, upon prior written notice (if practicable), to terminate or suspend purchasing Entity's or any of its Authorized User's or Authorized Personnel's access to the EPORTAL if Milestone believes, in good faith, that such termination or suspension is necessary to preserve the security, integrity, or accessibility of the EPORTAL or Milestone's network. In the event of such a termination or suspension, Purchasing Entity shall not have any recourse against Unisys or Milestone for the termination of pPurchasing Entity's right to access and use the EPORTAL.

4. Intellectual Property Ownership Rights. All rights not expressly granted in this Agreement are reserved by Milestone. Milestone retains sole and exclusive ownership of the EPORTAL, and all other associated intellectual property including, but not limited to the technology, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, ideas, artwork, software, works of authorship, and any

suggestions, ideas, enhancement requests, feedback, recommendations or other similar information relating to EPORTAL and any document or other materials embodying any of the foregoing, whether or not any of the same are patentable or copyrightable, and any and all related documentation (collectively, the "Intellectual Property"). Milestone retains all intellectual property rights in, to and/or embodied in or associated with the Intellectual Property provided by Milestone hereunder, and all copies and derivative works thereof, including, but not limited to patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

5. Service Level Agreement; Disclaimer. Milestone agrees that the EPORTAL will be accessible to Purchasing Entity and its Authorized Personnel and Authorized Users 99.5% of the time in any given calendar month (the "Uptime Threshold"), excluding any maintenance periods. Milestone shall take commercially reasonable efforts to schedule maintenance periods outside of customary business hours, and, if reasonably practicable, provide three (3) days' prior written notice of such maintenance period to Purchasing Entity and Unisys. Notwithstanding the foregoing, Milestone does not guarantee network availability or connection between Purchasing Entity and its Authorized Personnel and Authorized Users, and the EPORTAL. Accordingly, Purchasing Entity acknowledges and agrees that neither Unisys nor Milestone will be liable for nor provide any service credits hereunder for any downtime caused in whole or part by a third-party data center, network, broadband, or telecommunications provider, which causes the Purchasing Entity or its Authorized Users or Authorized Personnel to be unable to access and use the EPORTAL. If Purchasing Entity or its Authorized Users or Authorized Personnel experience any unavailability or outages of the EPORTAL, then Purchasing Entity shall immediately contact Milestone's help desk and provide any and all necessary information that may assist Milestone in determining the cause of the outage or unavailability. If Milestone determines, in its sole but reasonable discretion, that such outage or unavailability was attributable to the EPORTAL or Milestone, then Milestone will issue a service credit to Unisys equal to one (1) days' worth of fees for every month during which the Uptime Threshold has not been satisfied. The aforementioned service credits shall be Purchasing Entity and Unisys's sole remedy and Milestone's sole liability for availability below the Uptime Threshold.