



**State of Oklahoma**  
**Office of Management and Enterprise Services**

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**ADDENDUM 2 TO**  
**STATE OF OKLAHOMA CONTRACT WITH GETAC, INC.**  
**RESULTING FROM SOLICITATION NO. OK-MA-145**

This Addendum 2 (“Addendum”) is an Amendment to the Contract awarded to Getac, Inc. (subsequently assigned to Getac Video Solutions, Inc) (“Contractor”) in connection with Solicitation OK-MA-145 (“Solicitation”) and is effective November 26, \_\_\_\_\_, 2018.

**Recitals**

Whereas, the State issued a Solicitation for proposals to provide Body Worn Video Cameras and Recording Devices, Vehicle Mounted Video and Recording Devices, and Video Storage, Data Security, Software, and Peripherals as more particularly described in the Solicitation;

Whereas, the State awarded a Master Agreement to Getac, Inc.;

Whereas, the assignment of the Master Agreement from Getac, Inc. to Getac Video Solutions, Inc. was memorialized in Addendum 1 as an Amendment to the Master Agreement dated May 2, 2018; and

Whereas, the State and Contractor have negotiated additional terms under which Contractor will perform the Services under the Master Agreement.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to additional negotiated terms to the Master Agreement.

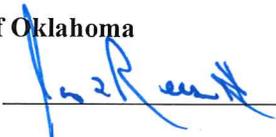
2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Master Agreement as follows:

Revisions to the End User License Agreement as contained in Attachment A to this Addendum.

2.2 Accordingly, any reference to the Master Agreement refers to such Master Agreement as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**State of Oklahoma**

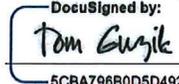
By: 

Name: James L. Reese, II

Title: Chief Information Officer

Date: 12/3/18

**Getac Video Solutions, Inc.**

By: 

Name: Tom Guzik

Title: President

Date: 11/26/2018 11:35:13 AM PST

**ATTACHMENT A TO  
ADDENDUM 2 TO  
STATE OF OKLAHOMA CONTRACT WITH GETAC, INC.  
RESULTING FROM SOLICITATION NO. OK-MA-145**

**GETAC VIDEO SOLUTIONS END USER LICENSE  
AGREEMENT**

BY USING THIS SOFTWARE, YOU HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS  
END USER LICENSE AGREEMENT SET FORTH BELOW

This End User License Agreement (“Agreement”) is between Getac Video Solutions, Inc., located at 3600 American Blvd W, Ste 460, Bloomington, MN 55431 (“GVS”), and the Purchasing Entity, the user of this Software (“You”). The term, “Software,” as used in this Agreement, shall mean any and all software, applications, or updates developed or sold by GVS, or its affiliate, WHP Workflow Solutions, d/b/a IRSA Video. This Agreement describes the terms that apply to Your use of the Software. These terms also apply to any GVS provided supplements, documentation, and support services for this Software.

1. License. The Software is licensed, not sold. Your use of the Software requires payment by You to GVS for the Products. This Agreement gives You only some rights in the software. GVS reserves all other rights.

(a) Grant of License. GVS hereby grants to You, and You hereby accept, subject to the terms and conditions set forth herein, a non-exclusive, non-transferable license, without the right to sublicense, to use the computer-executable code of the Software and web browser code generated by the Software solely (i) for Your own internal business use; (ii) if the Software is client software (as designated solely by GVS), on one single computer or computing device that is under Your control; and (iii) if the software is server software (as designated solely by GVS), on a single server or cloud based virtual machine that is under Your control. In doing so, You must comply with any technical limitations in the Software that only allow You to use it in certain ways.

(b) Restrictions on Copying and Modification. You may not (i) copy the Software, except that You may make a single copy of the software for back-up purposes only; (ii) modify or alter the software; (iii) create derivative works of the software; (iv) decompile or reverse engineer the software; (v) translate the software or reduce the software by any other means to a human-readable form; and (vi) work around any technical limitations in the software. You may implement interfaces to transfer data to and from the Software using facilities present in the Software.

(c) Ownership. You may not sell, transfer, or lend the Software to, any other person or entity. You may not remove or alter any copyright or other proprietary notice contained in the Software. Title to, and ownership of, and all proprietary rights in, the software and each copy thereof shall remain at all times with GVS or its third party licensors. Whenever applicable, You are required to display GVS’s trade name and/or trademark (the “GVS Trademark”) to identify that the Software is “Powered by GVS.” Except for the foregoing, You shall not use any of GVS’s trade names, trademarks, service marks or other designation(s) for any purpose without express written permission by GVS.

(d) Term and Termination. Your license shall become effective when You begin using the Software. You may terminate Your license at any time by un-installing the Software. GVS may terminate Your

license at any time if any of the following events occurs: (1) any royalties or other sums payable are not paid when due and remain unpaid for thirty (30) days after GVS gives written notice of non-payment to You; (2) a material breach of this Agreement by You, unless such material breach is curable and is cured by You within five (5) business days after notice of such breach is provided by GVS; or (3) You go into liquidation either compulsorily or voluntarily (except for the purpose of reconstruction or amalgamation), or if a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its assets or business, or if You make any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

Upon termination of Your license, You shall immediately cease using the Software and You shall un-install the Software and, upon request from GVS, return all copies of the Software (including all related materials and documentation) to GVS. Alternatively, GVS may ask You to destroy the Software and any copy then in Your possession and to certify to GVS that such destruction has taken place. These remedies shall be cumulative and in addition to any other remedies available to GVS. In extreme cases of Your material failure to comply with any or all of these provisions, GVS reserves the right to restrict and/or deny access to some uses of the Software. For the avoidance of doubt, in the case where data generated from Your use of GVS's software is hosted using cloud services purchased from GVS, GVS reserves the right to terminate access to Your data if any royalties or other sums payable are not paid when due and remain unpaid for thirty (30) days after GVS gives written notice of non-payment to You; it is Your responsibility to download any data hosted using GVS's cloud hosting environment prior to GVS restricting Your access in accordance with this Agreement.

(e) Data Use. You agree that GVS may collect and use technical data and related information from its Software and peripherals to facilitate the provision of Software improvements and updates, product support, and any other services related to the Software. In addition, GVS may use and collect technical data and related information from your data-hosting environment if You have purchased any management or implementation services associated with cloud, on-premise, or hybrid data-hosting, as the case may be.

## 2. Confidentiality

2.1. Neither party shall use or disclose the other's Confidential Information (as hereinafter defined) except as expressly authorized by this Agreement, and shall protect all such Confidential Information using the same degree of care that such party uses with respect to its own proprietary information, but in no event with safeguards less than a reasonably prudent business person would exercise under similar circumstances. Each party's obligations regarding the protection of Confidential Information shall survive any expiration or termination of the Agreement. Each party shall take prompt and appropriate action to prevent or remedy any unauthorized use or disclosure of the Confidential Information.

2.2. If any Confidential Information must be disclosed to any third party by reason of any legal, accounting or regulatory requirement beyond the reasonable control of You, You shall promptly notify GVS of such requirement, permit GVS (at its own expense) to seek an appropriate protective order, and cooperate with GVS in its efforts to do so.

2.3. "Confidential Information" means (i) the Software; (ii) the technology, ideas, know how, documentation, processes, algorithms and trade secrets embodied in the Software; and (iii) any other information, whether disclosed orally, visually or in written or digital media, that is identified as "confidential," "proprietary," or similarly at the time of such disclosure. Confidential Information shall not include any information that is (a) published or otherwise available to the public other than by breach of this Agreement by You; (b) rightfully received by You from a third party without confidential limitations; (c)

independently developed by You as evidenced by appropriate records; (d) known to You prior to its first receipt of same from GVS as evidenced by appropriate records; (e) hereinafter disclosed by GVS to a third party without restriction on disclosure; or (f) approved for public release by written authorization of GVS.

3. No Warranty; Limitations on Liability.

(a) THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. YOU BEAR THE RISK OF USING THE SOFTWARE.

(b) IN NO EVENT WILL GVS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE DAMAGES, EVEN IF GVS HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT, HOWEVER, SHALL THE MAXIMUM LIABILITY OF GVS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OR USE OF THE SOFTWARE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED TWICE THE AMOUNT OF FEES YOU PAID FOR THE SOFTWARE.

4. Notices.

(a) GVS. Written notices to GVS for purposes of this Agreement are to be sent to:

Getac Video Solutions, Inc.  
3600 American Blvd W, Ste 460  
Bloomington, MN 55431

5. Miscellaneous.

(a) Entire Agreement. This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. This Agreement replaces and supersedes any prior software licensure agreement executed between Customer and GVS for the Software and any prior versions thereof.

(b) Modification; Waiver. This Agreement may not be modified or amended except pursuant to a written instrument signed by both parties. The waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of such party to avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege.

(c) Severability. In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.

(d) Third Party Terms. Your use of the software is subject to any third party terms and conditions that accompany the software or that GVS may tell You about at a later date (if any). GVS shall provide You any third party terms and conditions that accompany the software or that GVS may notify you in writing of at a later date. Such third party terms and conditions shall require your written consent, provided that such consent shall not be unreasonably withheld.

(e) U.S. Government Restricted Rights. The software is commercial in nature and developed solely at private expense. The software is delivered as a commercial item and as such is provided with only such rights as are provided in this standard commercial license agreement.

(f) Export Restrictions. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and use.