

CONTRACT
25PSX0187

This contract ("Participating Addendum" or "Contract") is made by and between the State of Connecticut acting by its Department of Administrative Services ("DAS"), in accordance with sections 4a-2, 4d-2 and 4a-53 of the Connecticut General Statutes, and Tyler Technologies, Inc. ("Contractor").

The Contractor and DAS agree as follows:

1. DAS and the Contractor shall be bound by the terms of a certain contract entered into between the Contractor and the State of Utah, dated April 20, 2022 (the "Original Contract") for the access and utilization of the Citizen Engagement Platforms (as defined below).
2. The Original Contract, attached to this Contract as Exhibit 1 and as modified by this Contract, binds DAS and Contractor, for purposes of enabling DAS to contract for access and use of the platforms, including Platform Management and Master Data Management, as described in Attachment B-Scope of Work of the Original Contract (the "Citizen Engagement Platforms"), from Contractor and not to contract for any other purpose.
3. The Contractor and DAS are not bound to any terms or to any modifications to the Original Contract dated after the date of this Contract.
4. For purposes of this Participating Addendum, references to the Lead State in the Master Agreement that are intended to be obligations of the Participating Entity, shall be interpreted to mean DAS. To the extent references to the Lead State are obligations of the State of Utah, said references shall not be interpreted to mean DAS.
5. Order of Precedence:
 - A. This Contract and the Original Contract shall be read to be consistent and complementary. Any ambiguity, conflict or inconsistency between them shall be resolved by giving priority to this Contract.
 - B. To the extent that any provisions in the Original Contract and this Contract address the same or substantially the same subject matter, the provisions in this Contract shall prevail and replace, in their entirety, the provisions in the Original Contract addressing the same or substantially the same subject matter. To the extent any provisions in the Original Contract are titled the same or similarly titled as a provision in this Contract, the provisions in this Contract replace, in their entirety, the same or similarly titled provisions in the Original Contract.

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- C. All terms listed or referenced in any solicitation documents or in the Contractor's response to any solicitation documents are excluded from this Contract.
 - D. All other terms in the Original Contract not specifically deleted or modified remain in full force and effect as to the Contractor, DAS and the Client Agency.
6. For the purposes of this Participating Addendum, subject to subparagraphs i. and ii. below, the End User License Agreements ("EULAs") included in Attachment D of the Original Contract are for informational purposes and do not bind or impose any obligations on DAS. The following products and product specific EULAs are approved as specified below. The purchase of any additional products or services pursuant to the Original Contract must be approved by amendment to this Participating Addendum signed by the Contractor and DAS, which procedure shall include the review and approval by DAS of any EULAs that correspond to such products or services.
- i. CHAMP Titles. The Champ Title Commercial License Terms as included in 'Attachment D of the Original Contract are replaced with the Champ License Terms as attached to Exhibit 4 of this Contract.
 - ii. Data and Insights (formerly Socrata). The Data & Insights Software as a Service License Agreement as included in Attachment D of the Original Contract is replaced with the Data & Insights Software as a Service License Agreement as attached to Exhibit 4 of this Contract.
7. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2.
8. The Contractor shall comply with the Price Schedule, which is attached at pages 55-59 of Exhibit 1, and as may be modified on the NASPO Contractor site from time to time consistent with Exhibit 1.
9. To the extent that DAS or the Client Agency fails to meet its obligations under this Contract, the Contractor's exclusive remedies will be to seek redress in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
10. Nothing in the Original Contract as modified by this Contract shall be construed as a modification, compromise or waiver by DAS or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising

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out of the Original Contract as modified by this Contract. To the extent that this section conflicts with any other section in the Original Contract, this section shall govern.

11. Any Client Agency may issue purchase orders against this Contract. "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.

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The parties are executing this Contract on the date below their respective signatures.

Tyler Technologies, Inc.

By: Sherry Clark

Printed Name: Sherry Clark
Title: Group General Counsel

Date: 03/12/26

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: Mark Raymond

Printed Name: Mark Raymond
Title: Chief Information Officer
Date: 3/18/2026

APPROVED AS TO FORM
STATE OF CONNECTICUT
Office of the Attorney General

BY: _____

Name: Jeffrey Zeman
Title: Assistant Attorney General
Date:



Exhibit 1 - Original Contract

Contract #: AR3764

STATE OF UTAH COOPERATIVE CONTRACT

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

Tyler Technologies Inc.

Name

One Tyler Way

Street Address

Yarmouth

Maine

04096

City

State

Zip

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

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

2. CONTRACT PORTFOLIO NAME: Platform Management; Master Data Management.

3. GENERAL PURPOSE OF CONTRACT: Citizen Engagement Platform.

4. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2021, Solicitation# KM21-47

5. CONTRACT PERIOD: Effective Date: Tuesday, April 19, 2022. Termination Date: Monday, September 14, 2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal Options: two 1 year renewal options.

6. Administrative Fee (if any): One Quarter of One Percent (or 0.25%).

7. Prompt Payment Discount Details (if any): Refer to Attachment C.

8. ATTACHMENT A: NASPO ValuePoint Master Agreement Terms and Conditions

ATTACHMENT B: Scope of Work

ATTACHMENT C: Price Schedule

ATTACHMENT D: End User License Agreements (as applicable)

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

b. Utah Procurement Code, Procurement Rules, and Contractor's response to solicitation #KM21-47.

10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

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

CONTRACTOR

Hannah May

Hannah May (Apr 20, 2022 11:41 EDT)

Contractor's signature

04/20/2022

Date

DIVISION OF PURCHASING

Nick Hughes LPD

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

Director, Division of Purchasing

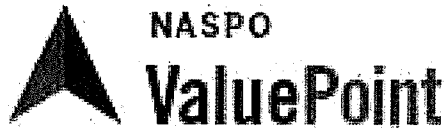
04/20/2022

Date

Hannah May

Senior Corporate Attorney

Type or Print Name and Title



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

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

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

II. Term of Master Agreement

- II.1 Initial Term.** The initial term of this Master Agreement is for Five (5) years, beginning when the first master agreement under this portfolio is signed. The term of this Master Agreement may be amended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- II.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- II.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- III.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- III.1.1** A Participating Entity's Participating Addendum ("PA");
 - III.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto which shall be considered a part of this Agreement including the product specific End User License Agreements and SLAs that are specifically attached to this Master Agreement ;
 - III.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
 - III.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
 - III.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- III.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- III.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda

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

IV. Participants and Scope

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

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

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

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

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

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

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

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

V. NASPO ValuePoint Provisions

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

V.2 Administrative Fees

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

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

V.3 NASPO ValuePoint Summary and Detailed Usage Reports

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. Pricing, Payment & Leasing

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

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

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

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

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

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

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

VII. Ordering

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

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

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

- VII.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- VII.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- VII.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- VII.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- VII.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- VII.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- VII.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- VII.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- VII.6.1** The services or supplies being delivered;
- VII.6.2** A shipping address and other delivery requirements, if any;
- VII.6.3** A billing address;
- VII.6.4** Purchasing Entity contact information;
- VII.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- VII.6.6** A not-to-exceed total for the products or services being ordered;
and

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

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

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

VIII. Shipping and Delivery

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

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

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

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

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

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

IX. Inspection and Acceptance

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

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

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

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

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

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

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

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

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

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

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

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

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

X. Warranty

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

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

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

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

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

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

XI. Product Title

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

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

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

XII. Indemnification

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

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

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

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

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

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

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

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

XIII. Limitation of Liability

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

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

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

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

XIV. Insurance

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

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

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

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

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

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

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

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

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

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

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

XV. General Provisions

XV.1 Records Administration and Audit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XV.3 Assignment/Subcontracts

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

- XV.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- XV.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- XV.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- XV.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- XV.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- XV.8 Defaults and Remedies**
- XV.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- XV.8.1.1** Nonperformance of contractual requirements;
 - XV.8.1.2** A material breach of any term or condition of this Master Agreement;

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

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

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

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

XV.11 No Waiver of Sovereign Immunity

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

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

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

XV.12 Governing Law and Venue

- XV.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- XV.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- XV.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

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

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

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

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

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

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

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

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

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

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

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

7. Termination and Suspension of Service:

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

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

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

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

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

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

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

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

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

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

- 20. Business Continuity and Disaster Recovery:** As requested in writing by a Purchasing Entity, and agreed upon by the Contractor and after a mutually agreed upon NDA is signed, the Contractor shall make available a business continuity and disaster recovery plan .. Should a Purchasing Entity request a client-specific disaster recovery test, Contractor will work with Purchasing Entity to schedule and execute such a test on a mutually agreeable schedule. At Purchasing Entity's written request, Contractor will provide test results to Purchasing Entity within a commercially reasonable timeframe after receipt of the request.
- 21. Compliance with Accessibility Standards:** If applicable, Purchasing Entity and Contractor will agree to the applicable Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity and include applicable standards in the ordering document issued against the Master Agreement.
- 22. Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.
- 23. Encryption of Data at Rest:** Contractor shall encrypt data at rest consistent with AES standards or better. If Purchasing Entity has specific requirements for encryption of data at rest, those requirements will be set forth in the Order.
- 24. Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) use Contractor's documentation.

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

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

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

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

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

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

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

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

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

a. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 72 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

b. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

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

7. Termination and Suspension of Service:

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

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

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

8. Background Checks:

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

9. Access to Security Logs and Reports:

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment B – Scope of Work

Contractor – Tyler Technologies, Inc.

I. Awarded Scope / Executive Summary

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

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

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

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

II. Value Add Solutions

a. Value Add Items

Value Added Item #1: Payment Processing/Merchant Services

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

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

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

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

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

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

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

Value Added Item #3: Professional Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Service Approach.

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

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

Procurement Support

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

Service Enrollment

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

Financial Platform Setup

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

Module Provisioning

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

Training

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

Support

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

Service Operations

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

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

Ongoing Service Development

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

Upgrades

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

Service Termination

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

IV. Service Assumptions

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

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

V. Roles, Responsibilities, & Exceptions

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

Roles and Responsibilities for Tyler

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

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

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

Roles and Responsibilities for the Government

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

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

Expectations

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

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

VI. Risk Management Plan

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

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

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

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

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

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

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

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

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

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

Risk #4 Description: Unplanned office closures

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

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

VII. Deliverables

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

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

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

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

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

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

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

Key activities and deliverables include:

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

Phase 2: Implementation

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

Key activities and deliverables include:

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

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

VIII. Financial Summary

Category 1:

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

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

Category 2:

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

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

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

IX. Contractor Contact List

Category 1 –

Primary POC: Tamara Dukes, VP, Partnership Solutions, 978.790.4799,
tamara.dukes@tylertech.com

For MT, OR, ID, UT, NM, KY, NJ, CO: Rich Olsen, VP, Enterprise Operations,
801.413.9853, rich.olsen@tylertech.com

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

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

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

Core Platform Pricing

Product Name	Description	Price	Notes
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (>10M)	\$100,000 Implementation fee + \$75,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (5M-10M)	\$100,000 Implementation fee + \$65,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (1M-5M)	\$100,000 Implementation fee + \$50,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing (<1M)	\$75,000 Implementation fee + \$30,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing for municipalities (500K-1M)	\$50,000 Implementation fee + \$15,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Foundations) - population-based pricing for municipalities (250K-500K)	\$50,000 Implementation fee + \$12,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov = Module) - population-based pricing (>10M)	\$25,000 Implementation fee + \$20,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov = Module) - population-based pricing (5M-10M)	\$12,000 Implementation fee + \$10,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov = Module) - population-based pricing (1M-5M)	\$10,000 Implementation fee + \$10,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov = Module) - population-based pricing (<1M)	\$5,000 Implementation fee + \$7,500/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov = Module) - population-based pricing for municipalities (250K-500K)	\$5,000 Implementation fee + \$5,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (AccessGov = Module) - population-based pricing for municipalities (<250K)	\$5,000 Implementation fee + \$5,000/mo	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = eSign) - transaction-based pricing	\$0.50 per signature	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = Module) - population-based pricing (>10M)	\$75,000/mo - \$55,000 Implementation per workflow	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = Module) - population-based pricing (5M-10M)	\$40,000/mo - \$35,000 Implementation per workflow	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = Module) - population-based pricing (1M-5M)	\$25,000/mo - \$35,000 Implementation per workflow	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = Module) - population-based pricing (<1M)	\$20,000/mo - \$35,000 Implementation per workflow	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = Module) - population-based pricing for municipalities (500K-1M)	\$17,500/mo - \$35,000 Implementation per workflow	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = Module) - population-based pricing for municipalities (250K-500K)	\$15,000/mo - \$35,000 Implementation per workflow	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Gov2Go = Module) - population-based pricing for municipalities (<250K)	\$10,000 annual fee (per location) + \$0.25 (per appointment)	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Permitting Module)	\$1M Annual licensing fee plus maintenance and operations and Implementation Costs (Dependent on Requirements and Data Conversion and based on professional services rates) AND/OR up to \$10 per transaction	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Regulatory Licensing & Permitting Module)	\$150,000 Implementation fee + \$20,000 per Gov2Go workflow + \$200,000/mo - \$50.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (>10M)	\$120,000 Implementation fee + \$20,000 per Gov2Go workflow + \$150,000/mo + \$0.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (5M-10M)	\$100,000 Implementation fee + \$20,000 per Gov2Go workflow + \$120,000/mo + \$0.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (1M-5M)	\$75,000 Implementation fee + \$20,000 per Gov2Go workflow + \$90,000/mo + \$0.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing (<1M)	\$45,000/mo + \$0.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing for municipalities (500K-1M)	\$30,000/mo + \$0.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing for municipalities (250K-500K)	\$25,000/mo + \$0.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (All Modules + Foundations) - population-based pricing for municipalities (<250K)	\$20,000/mo + \$0.25 per appointment	
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Single Module + Foundations) - transaction-based pricing	Up to \$10/transaction	
Tyler Technologies, NIC Division	Case Management Development Platform	Up to \$5.00 per transaction	
Tyler Technologies, NIC Division	Case Management Development Platform (Foundations) - Shared Environment	TF-CSP5-01 \$ 47,823.99 TF-CSP5-02 \$ 74,082.68 TF-CSP5-03 \$ 95,124.86 TF-CSP5-04 \$ 143,033.43 TF-CSP5-05 \$ 186,946.00 TF-CSP5-06 \$ 209,988.19 TF-CSP5-07 \$ 243,464.57 TF-CSP5-08 \$ 276,940.94 TF-CSP5-09 \$ 310,417.32 TF-CSP5-10 \$ 333,459.51	Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees
Tyler Technologies, NIC Division	Case Management Development Platform (Foundations) - Shared Environment with Access	TF-CSMCS-01 \$ 67,821.84 TF-CSMCS-02 \$ 116,079.57 TF-CSMCS-03 \$ 158,120.51 TF-CSMCS-04 \$ 231,028.60 TF-CSMCS-05 \$ 306,936.68 TF-CSMCS-06 \$ 345,977.63 TF-CSMCS-07 \$ 403,452.14 TF-CSMCS-08 \$ 460,926.65 TF-CSMCS-09 \$ 518,401.17 TF-CSMCS-10 \$ 557,442.11	Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

Self Case Management Development Platform Advanced (Shared Environment) - 5 Concurrent Users (annual cost)	TF-CSMVS-01	\$ 91,507.32
Self Case Management Development Platform Advanced (Shared Environment) - 10 Concurrent Users (annual cost)	TF-CSMVS-02	\$ 166,424.56
Self Case Management Development Platform Advanced (Shared Environment) - 25 Concurrent Users (annual cost)	TF-CSMVS-03	\$ 235,100.06
Self Case Management Development Platform Advanced (Shared Environment) - 50 Concurrent Users (annual cost)	TF-CSMVS-04	\$ 338,797.10
Self Case Management Development Platform Advanced (Shared Environment) - 75 Concurrent Users (annual cost)	TF-CSMVS-05	\$ 452,424.14
Self Case Management Development Platform Advanced (Shared Environment) - 100 Concurrent Users (annual cost)	TF-CSMVS-06	\$ 511,833.33
Self Case Management Development Platform Advanced (Shared Environment) - 125 Concurrent Users (annual cost)	TF-CSMVS-07	\$ 597,503.31
Self Case Management Development Platform Advanced (Shared Environment) - 150 Concurrent Users (annual cost)	TF-CSMVS-08	\$ 684,085.48
Self Case Management Development Platform Advanced (Shared Environment) - 175 Concurrent Users (annual cost)	TF-CSMVS-09	\$ 770,570.64
Self Case Management Development Platform Advanced (Shared Environment) - 200 Concurrent Users (annual cost)	TF-CSMVS-10	\$ 829,785.13
Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees		
Self Case Management Development Platform Foundation (Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSPD-01	\$ 63,039.93
Self Case Management Development Platform Foundation (Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSPD-02	\$ 114,299.22
Self Case Management Development Platform Foundation (Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSPD-03	\$ 144,941.59
Self Case Management Development Platform Foundation (Dedicated Environment) - 50 Concurrent Users (annual cost)	TF-CSPD-04	\$ 188,251.97
Self Case Management Development Platform Foundation (Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSPD-05	\$ 202,463.64
Self Case Management Development Platform Foundation (Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSPD-06	\$ 225,204.72
Self Case Management Development Platform Foundation (Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSPD-07	\$ 236,681.10
Self Case Management Development Platform Foundation (Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSPD-08	\$ 292,137.48
Self Case Management Development Platform Foundation (Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSPD-09	\$ 325,633.06
Self Case Management Development Platform Foundation (Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSPD-10	\$ 346,676.04
Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees		
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSMCD-01	\$ 83,081.38
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSMCD-02	\$ 131,296.11
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSMCD-03	\$ 170,337.04
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 50 Concurrent Users (annual cost)	TF-CSMCD-04	\$ 246,345.14
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSMCD-05	\$ 322,153.22
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSMCD-06	\$ 361,194.16
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSMCD-07	\$ 418,668.67
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSMCD-08	\$ 476,143.19
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSMCD-09	\$ 553,617.71
Self Case Management Development Platform Foundation with Access (Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSMCD-10	\$ 577,658.64
Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees		
Self Case Management Development Platform Advanced (Dedicated Environment) - 5 Concurrent Users (annual cost)	TF-CSMVD-01	\$ 119,833.87
Self Case Management Development Platform Advanced (Dedicated Environment) - 10 Concurrent Users (annual cost)	TF-CSMVD-02	\$ 192,141.10
Self Case Management Development Platform Advanced (Dedicated Environment) - 25 Concurrent Users (annual cost)	TF-CSMVD-03	\$ 250,816.59
Self Case Management Development Platform Advanced (Dedicated Environment) - 50 Concurrent Users (annual cost)	TF-CSMVD-04	\$ 364,513.64
Self Case Management Development Platform Advanced (Dedicated Environment) - 75 Concurrent Users (annual cost)	TF-CSMVD-05	\$ 478,140.68
Self Case Management Development Platform Advanced (Dedicated Environment) - 100 Concurrent Users (annual cost)	TF-CSMVD-06	\$ 537,549.86
Self Case Management Development Platform Advanced (Dedicated Environment) - 125 Concurrent Users (annual cost)	TF-CSMVD-07	\$ 612,119.84
Self Case Management Development Platform Advanced (Dedicated Environment) - 150 Concurrent Users (annual cost)	TF-CSMVD-08	\$ 709,692.02
Self Case Management Development Platform Advanced (Dedicated Environment) - 175 Concurrent Users (annual cost)	TF-CSMVD-09	\$ 796,267.18
Self Case Management Development Platform Advanced (Dedicated Environment) - 200 Concurrent Users (annual cost)	TF-CSMVD-10	\$ 855,501.68
Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees		
Self Case Management Development Platform Analytics (Shared Environment) - 5 Named Users (annual cost)	TF-CSMNS-01	\$ 6,500.00
Self Case Management Development Platform Analytics (Shared Environment) - 10 Named Users (annual cost)	TF-CSMNS-02	\$ 13,000.00
Self Case Management Development Platform Analytics (Shared Environment) - 25 Named Users (annual cost)	TF-CSMNS-03	\$ 16,250.00
Self Case Management Development Platform Analytics (Shared Environment) - 50 Named Users (annual cost)	TF-CSMNS-04	\$ 19,500.00
Self Case Management Development Platform Analytics (Shared Environment) - 75 Named Users (annual cost)	TF-CSMNS-05	\$ 22,750.00
Self Case Management Development Platform Analytics (Shared Environment) - 100 Named Users (annual cost)	TF-CSMNS-06	\$ 26,000.00
Self Case Management Development Platform Analytics (Shared Environment) - 125 Named Users (annual cost)	TF-CSMNS-07	\$ 29,250.00
Self Case Management Development Platform Analytics (Shared Environment) - 150 Named Users (annual cost)	TF-CSMNS-08	\$ 32,500.00
Self Case Management Development Platform Analytics (Shared Environment) - 175 Named Users (annual cost)	TF-CSMNS-09	\$ 35,750.00
Self Case Management Development Platform Analytics (Shared Environment) - 200 Named Users (annual cost)	TF-CSMNS-10	\$ 39,000.00
Self Case Management Development Platform Analytics (Shared Environment) - 55 Named Users (annual cost)	TF-CSMNS-11	\$ 42,250.00
Self Case Management Development Platform Analytics (Shared Environment) - 60 Named Users (annual cost)	TF-CSMNS-12	\$ 45,500.00
Self Case Management Development Platform Analytics (Shared Environment) - 65 Named Users (annual cost)	TF-CSMNS-13	\$ 48,750.00
Self Case Management Development Platform Analytics (Shared Environment) - 70 Named Users (annual cost)	TF-CSMNS-14	\$ 52,000.00
Self Case Management Development Platform Analytics (Shared Environment) - 75 Named Users (annual cost)	TF-CSMNS-15	\$ 55,250.00
Self Case Management Development Platform Analytics (Shared Environment) - 80 Named Users (annual cost)	TF-CSMNS-16	\$ 58,500.00
Self Case Management Development Platform Analytics (Shared Environment) - 85 Named Users (annual cost)	TF-CSMNS-17	\$ 61,750.00
Self Case Management Development Platform Analytics (Shared Environment) - 90 Named Users (annual cost)	TF-CSMNS-18	\$ 65,000.00
Self Case Management Development Platform Analytics (Shared Environment) - 95 Named Users (annual cost)	TF-CSMNS-19	\$ 68,250.00
Self Case Management Development Platform Analytics (Shared Environment) - 100 Named Users (annual cost)	TF-CSMNS-20	\$ 71,500.00

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees

MP-SSSD-01	\$1,546.40
MP-SSSD-02	\$7,381.49
MP-SSSD-03	\$8,913.45
MP-SSSD-04	\$9,645.41
MP-SSSD-05	\$10,377.37
MP-SSSD-06	\$108,109.33
MP-SSSD-07	\$115,841.29
MP-SSSD-08	\$123,573.25
MP-SSSD-09	\$131,305.21
MP-SSSD-10	\$146,809.56
MP-SSSD-11	\$154,541.52
MP-SSSD-12	\$162,273.48
MP-SSSD-13	\$170,005.44
MP-SSSD-14	\$177,737.40
MP-SSSD-15	\$185,469.36
MP-SSSD-16	\$190,624.40
MP-SSSD-17	\$197,067.20
MP-SSSD-18	\$203,510.00
MP-SSSD-19	\$209,952.80

Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees

MP-SRAD-01	\$3,092.79
MP-SRAD-02	\$5,412.38
MP-SRAD-03	\$7,218.50
MP-SRAD-04	\$9,020.82
MP-SRAD-05	\$10,824.75
MP-SRAD-06	\$12,628.67

Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees

MP-SRAD-07	\$14,432.99
MP-SRAD-08	\$16,237.12
MP-SRAD-09	\$18,041.24
MP-SRAD-10	\$19,845.37
MP-SRAD-11	\$21,649.49
MP-SRAD-12	\$23,453.61
MP-SRAD-13	\$25,257.74
MP-SRAD-14	\$27,061.86
MP-SRAD-15	\$28,865.98
MP-SRAD-16	\$30,670.11
MP-SRAD-17	\$32,474.23
MP-SRAD-18	\$34,278.36
MP-SRAD-19	\$36,082.48

Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees

MP-SRFD-01	\$5,154.64
MP-SRFD-02	\$7,731.96
MP-SRFD-03	\$10,309.28
MP-SRFD-04	\$12,886.60
MP-SRFD-05	\$15,463.92
MP-SRFD-06	\$18,041.24
MP-SRFD-07	\$20,618.56
MP-SRFD-08	\$23,195.88
MP-SRFD-09	\$25,773.20
MP-SRFD-10	\$28,350.52
MP-SRFD-11	\$30,927.84
MP-SRFD-12	\$33,505.16
MP-SRFD-13	\$36,082.48
MP-SRFD-14	\$38,659.80
MP-SRFD-15	\$41,237.12
MP-SRFD-16	\$43,814.44
MP-SRFD-17	\$46,391.76
MP-SRFD-18	\$48,969.08
MP-SRFD-19	\$51,546.40

Implementation Costs (Dependent on Requirements and Data Conversion) based on professional services rates + License Fees

TF-PSC-01	\$ 225.83
TF-PSC-02	\$ 341.02
TF-PSC-03	\$ 341.02
TF-PSC-04	\$ 324.30

State Regulatory Suite - Dedicated Environment

State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 10 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 15 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 20 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 25 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 30 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 35 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 40 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 45 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 50 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 55 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 60 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 65 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 70 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 75 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 80 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 85 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 90 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 95 Named Users
State Regulatory Suite (Regulatory Access, State Licensing Application, State Enforcement Application) - 100 Named Users

Regulatory Analytics - Dedicated Environment

Regulatory Analytics (Dedicated Environment) - 10 Named Users
Regulatory Analytics (Dedicated Environment) - 15 Named Users
Regulatory Analytics (Dedicated Environment) - 20 Named Users
Regulatory Analytics (Dedicated Environment) - 25 Named Users
Regulatory Analytics (Dedicated Environment) - 30 Named Users
Regulatory Analytics (Dedicated Environment) - 35 Named Users

Regulatory Analytics (Dedicated Environment) - 40 Named Users
Regulatory Analytics (Dedicated Environment) - 45 Named Users
Regulatory Analytics (Dedicated Environment) - 50 Named Users
Regulatory Analytics (Dedicated Environment) - 55 Named Users
Regulatory Analytics (Dedicated Environment) - 60 Named Users
Regulatory Analytics (Dedicated Environment) - 65 Named Users
Regulatory Analytics (Dedicated Environment) - 70 Named Users
Regulatory Analytics (Dedicated Environment) - 75 Named Users
Regulatory Analytics (Dedicated Environment) - 80 Named Users
Regulatory Analytics (Dedicated Environment) - 85 Named Users
Regulatory Analytics (Dedicated Environment) - 90 Named Users
Regulatory Analytics (Dedicated Environment) - 95 Named Users
Regulatory Analytics (Dedicated Environment) - 100 Named Users

Regulatory Field Inspection - Dedicated Environment

Regulatory Analytics (Dedicated Environment) - 10 Named Users
Regulatory Analytics (Dedicated Environment) - 15 Named Users
Regulatory Analytics (Dedicated Environment) - 20 Named Users
Regulatory Analytics (Dedicated Environment) - 25 Named Users
Regulatory Analytics (Dedicated Environment) - 30 Named Users
Regulatory Analytics (Dedicated Environment) - 35 Named Users
Regulatory Analytics (Dedicated Environment) - 40 Named Users
Regulatory Analytics (Dedicated Environment) - 45 Named Users
Regulatory Analytics (Dedicated Environment) - 50 Named Users
Regulatory Analytics (Dedicated Environment) - 55 Named Users
Regulatory Analytics (Dedicated Environment) - 60 Named Users
Regulatory Analytics (Dedicated Environment) - 65 Named Users
Regulatory Analytics (Dedicated Environment) - 70 Named Users
Regulatory Analytics (Dedicated Environment) - 75 Named Users
Regulatory Analytics (Dedicated Environment) - 80 Named Users
Regulatory Analytics (Dedicated Environment) - 85 Named Users
Regulatory Analytics (Dedicated Environment) - 90 Named Users
Regulatory Analytics (Dedicated Environment) - 95 Named Users
Regulatory Analytics (Dedicated Environment) - 100 Named Users

Case Management Development Platform and State Regulatory Suite Production Server Hourly Rates

Solution Specialist	
Data Specialist	
Project Lead	
Project Coordinator	

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

Product Specialist I	TF-PSC-05	\$	135.38
Product Specialist II	TF-PSC-06	\$	124.10
Infrastructure Specialist I	TF-PSC-07	\$	124.10
Infrastructure Specialist II	TF-PSC-08	\$	112.82
Implementation Consultant III	TF-PSC-09	\$	124.10
Implementation Consultant II	TF-PSC-10	\$	112.82
Implementation Consultant I	TF-PSC-11	\$	107.18
Testing Specialist I	TF-PSC-12	\$	112.82
Testing Specialist II	TF-PSC-13	\$	107.18
Documentation Specialist	TF-PSC-14	\$	107.18

Case Management Development Platform Training Rates

Case Management Development Platform - User - 1 day at Tyler Facility	TF-CTRM-01	\$346.61
Case Management Development Platform - Administrator - 1 day at Tyler Facility	TF-CTRM-02	\$394.96
Case Management Development Platform - 100 Level Core Training - 1 day at Tyler Training Facility	TF-CTRM-03	\$394.96
Case Management Development Platform - 200 Level Core Training - 1 day at Tyler Training Facility	TF-CTRM-04	\$482.44
Case Management Development Platform - 300 Level Core Training - 1 day at Tyler Training Facility	TF-CTRM-05	\$1,189.35
Case Management Development Platform Train the Trainer Training - User - 1 day at Tyler Training Facility	TF-CTRM-06	\$338.63
Case Management Development Platform Train the Trainer Training - Administrator - 1 day at Tyler Training Facility	TF-CTRM-07	\$395.42

Professional Services Rates

Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Applications Developer	\$105.41
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Backend Developer	\$145.32
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Business Analyst	\$106.79
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Data Analyst	\$252.00
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Database Manager	\$120.00
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Data Scientist	\$270.00
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: DevOps Engineer	\$112.30
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Front-end Developer	\$167.85
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Full Stack Developer	\$314.87
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Product Manager	\$216.00
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Program Manager	\$201.86
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Project Manager	\$131.00
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: QA Tester	\$126.00
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Reporting Specialist	\$157.50
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Security/Systems Engineer	\$160.08
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer I	\$87.23
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer II	\$97.27
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer III	\$113.92
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Systems Programmer IV	\$141.39
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: Technical Architect	\$194.53
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer I	\$96.26
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer II	\$120.33
Tyler Technologies, NIC Division	Enterprise Foundation Platform (Professional Services) hourly rates: UI/UX Designer III	\$157.43

Value-add Product Pricing

Tyler Technologies, NIC Division	NIC Payment Platform (ACH Processing)	\$1.00 per transaction (discounts available based on volume)
Tyler Technologies, NIC Division	NIC Payment Platform (Credit & Debit Card Processing)	Up to \$1 per transaction + 3% transaction value (discount available based on volume)**
Tyler Technologies, NIC Division	NIC Payment Platform (Prepaid)	\$1.50 per transaction
Tyler Technologies, NIC Division	NIC Payment Platform (Card Reader Device)	Up to \$600 per device
Tyler Technologies, NIC Division	NIC Payment Platform (Cash Payment Service)	Up to \$3.00 per transaction
Tyler Technologies, NIC Division	NIC Payment Platform (Gateway only)	Up to \$0.50 per transaction

**Additional user fees may apply based on the incorporation of 3rd party software integrations for notifications, identity verification, etc.
 *This rate assumes a blend of commercial and consumer card types. Additional fees may apply if the application serves only commercial entities.

IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (>3,5M)	\$2.00 per user (\$3,000,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (1M-3.5M)	\$2.50 per user (\$2,500,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (500K-1M)	\$2.90 per user (\$1,450,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (100K-500K)	\$3.20 per user (\$1,600,000 minimum)
IDEMIA	IDEMIA Identity Document Capture & Verification - user-based pricing (<100K)	\$3.50 per user (\$250,000 minimum)
Lexipoints	Lexipoints Risk Solutions: InstantID QSA	\$1.30
Lexipoints	Lexipoints Risk Solutions: Fraud	\$0.25
Lexipoints	Lexipoints Risk Solutions: Fraud w/ Driver License	\$0.28
Lexipoints	Lexipoints Risk Solutions: Fraud w/ Verification Summary Flags	\$0.35
Lexipoints	Lexipoints Risk Solutions: Fraud w/ Driver License & Verification Summary Flags	\$0.38
Lexipoints	Lexipoints Risk Solutions: Fraud w/ SSN Return	\$0.45
Lexipoints	Lexipoints Risk Solutions: Fraud w/ Driver License & SSN Return	\$0.48
Lexipoints	Lexipoints Risk Solutions: Fraud w/ Verification Summary Flags & SSN Return	\$0.55
Lexipoints	Lexipoints Risk Solutions: InstantID Consumer	\$0.58
Lexipoints	Lexipoints Risk Solutions: InstantID Consumer w/ FraudPoint Score	\$0.75
Lexipoints	Lexipoints Risk Solutions: InstantID Consumer w/ Real Time Rule Report	\$1.00
Lexipoints	Lexipoints Risk Solutions: InstantID Consumer w/ FraudPoint Score with Real Time Rule Report	\$1.75
Lexipoints	Lexipoints Risk Solutions: InstantID Consumer Add-On: Digital Insights	\$0.05

Tyler Technologies, NIC Division - Category 1 Pricing Catalog

Product Name	Description	Price	Notes
Lead/Needs Risk Solutions: InstantID Business		\$2.00	
Lead/Needs Risk Solutions: InstantID Business Compliance		\$2.50	
Lead/Needs Risk Solutions: InstantID Business Additional Consumer Verification Index		\$0.75	
Lead/Needs Risk Solutions: Instant Verify		\$0.35	
Lead/Needs Risk Solutions: ThreatMatrix: Login		\$0.55	
Lead/Needs Risk Solutions: ThreatMatrix: Account Opening		\$0.52	
Lead/Needs Risk Solutions: ThreatMatrix: Add On: Behavioral Biometrics Logins		\$0.11	
Lead/Needs Risk Solutions: ThreatMatrix: Add On: Behavioral Biometrics New Account Opening		\$0.15	
Lead/Needs Risk Solutions: FraudPoint Score		\$0.60	
Lead/Needs Risk Solutions: FraudPoint Score & Attributes		\$0.62	
Lead/Needs Risk Solutions: FraudPoint Score & Attributes		\$0.15	
Lead/Needs Risk Solutions: FraudPoint Bureau Fraud Flag		\$0.92	
Lead/Needs Risk Solutions: FraudPoint Score & Attributes w/ Need Flags Info Report		\$0.60	
Lead/Needs Risk Solutions: FraudPoint Score with Digital Insights Score		\$0.68	
Lead/Needs Risk Solutions: FraudPoint Score, Digital Insights Score plus both attributes		\$0.85	
Lead/Needs Risk Solutions: FraudPoint Attributes and Digital Insights Only		\$0.55	
Lead/Needs Risk Solutions: FraudPoint Custom Score		\$0.60	
Lead/Needs Risk Solutions: FraudPoint Custom Score with FDN		\$0.60	
Lead/Needs Risk Solutions: FraudPoint Custom Score and attributes		\$0.62	
Lead/Needs Risk Solutions: FraudPoint Custom Score with FDN and attributes		\$0.67	
Lead/Needs Risk Solutions: FraudPoint Score, Custom digital insight score plus both attributes		\$0.80	
Lead/Needs Risk Solutions: FraudPoint Custom Score, Custom Digital Insights Score		\$0.15	
Lead/Needs Risk Solutions: Email Risk Assessment		\$0.14	
Lead/Needs Risk Solutions: Email Risk Assessment		\$0.10	
Lead/Needs Risk Solutions: One Time Password		\$0.50	
Lead/Needs Risk Solutions: Phone Finder Basic		\$0.60	
Lead/Needs Risk Solutions: Phone Finder Premium		\$0.65	
Lead/Needs Risk Solutions: Phone Finder Ultimate		\$0.15	
Lead/Needs Risk Solutions: Line Risk Assessment		\$0.13	
Lead/Needs Risk Solutions: Order Score and/or Attributes		\$0.32	
Lead/Needs Risk Solutions: Behavioral Assessment		\$0.17	
Lead/Needs Risk Solutions: Threat Web Services Barcode Scan		\$0.62	
Lead/Needs Risk Solutions: Threat Web Services Form/Fill		\$1.96	
Lead/Needs Risk Solutions: Threat Web Services: Document Authentication		\$0.20	
Lead/Needs Risk Solutions: Threat Web Services: Portnet Match		\$225,000/yr + \$0.90 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 250,000		\$395,000/yr + \$0.79 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 500,000		\$790,000/yr + \$0.73 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 1,000,000		\$1,095,000/yr + \$0.69 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 1,500,000		\$1,350,000/yr + \$0.66 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 2,000,000		\$1,770,000/yr + \$0.62 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 2,500,000		\$1,960,000/yr + \$0.56 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 3,000,000		\$2,120,000/yr + \$0.53 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 4,000,000		\$2,295,000/yr + \$0.51 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 5,000,000		\$2,450,000/yr + \$0.49 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 5,500,000		\$2,640,000/yr + \$0.48 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 6,000,000		\$2,870,000/yr + \$0.47 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 6,500,000		\$2,990,000/yr + \$0.46 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 7,000,000		\$3,100,000/yr + \$0.45 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 7,500,000		\$3,300,000/yr + \$0.44 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 8,000,000		\$3,480,000/yr + \$0.43 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 8,500,000		\$3,570,000/yr + \$0.42 per	
Lead/Needs Intelligence Network: Identity: Volume not to exceed 9,000,000		\$3,690,000/yr + \$0.41 per	
CSAMP Titles	Digital Title & Registration System (DTRS) - Platform with Blockchain-based full back-end integration	Integration fee (to be paid by integrating service providers) scaled based on population - Fee TBD	
CSAMP Titles	DTRS - Individual Module Integration (modules include: digital title, registration, salvage administration, EIT)	Integration fee (to be paid by integrating service providers) scaled based on population - Fee TBD	
CSAMP Titles	DTRS - Individual Module Integration (modules include: digital title, registration, salvage administration, EIT)	Transaction Fees to be paid by system users - up to \$25 per transaction	

Exhibit 2
Connecticut Standard Terms

1. Definitions

a. Acceptance Criteria

Client Agency requirements for Deliverable Acceptance which will be established in accordance with Section IX.5. of the Original Contract.

b. Acceptance Date

The date the Client Agency accepts a Deliverable or System in accordance with this Contract.

c. Artificial Intelligence

"Artificial Intelligence" has the same meaning as provided in Conn. Gen. Stat. § 4a-2e, as may be amended.

d. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

e. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

f. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance. Notwithstanding the foregoing, Client Agency Data does not include cardholder data provided by a cardholder or by Contractor's support and maintenance of the Services, and also does not include product performance and error information, activity logs, and usage metrics.

g. Confidential Information

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

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h. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

i. Contractor IP

Contractor's materials including proprietary algorithms, code or data and other intellectual property including any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein that are:(1) in existence prior to this Contract, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables.

j. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

k. Deliverable

Each (1) Good, Service, Maintenance Services, Improvement, Materials, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

l. Documentation

All Specifications; all technical, systems and user reference manuals; all System documentation related to each component of the System, Deliverables and processes; and any Improvements to any of them.

m. Effective Date

The date that the Connecticut Attorney General's Office approves this Contract, as evidenced by its signature.

n. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or

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inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

o. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

p. Go-Live Date

The date of enterprise-wide installation of the System, upon and after which the System must Perform enterprise-wide in accordance with the Documentation, as the date may be extended from time to time in accordance with this Contract.

q. Hosted Services

The provision, management, operation, support, warranty and maintenance of the Licensed Software within the Contractor's setting or location including Contractor's services described in this Contract, or a Statement of Work, as applicable.

r. Improvement

Any Contractor changes, patches, corrections, repairs, replacements, additions, modifications, enhancements, updates, releases, revisions, error fixes, bug fixes or any new versions of Deliverables, or any combination of the foregoing, that are to be or may be provided as a Deliverable from time to time. An Improvement may serve any purpose. Improvements do not include upgrades to software for which Contractor charges its customers, or upgrades by a Licensor that is charging Contractor for such upgrade.

s. Key Contractor Personnel

The individual employees of Contractor who, from time to time, hold positions with the job functions described in a Statement of Work or Purchase Order in accordance with this Contract.

t. Licensed Software

The commercial off-the shelf software product provided by Contractor in connection with the Deliverables, for which the Client Agency or DAS acquires a personal, non-exclusive, non-transferable license to access and use during the term set forth in the Purchase Order, but does not acquire the Licensor's title to such software product.

u. Licensor

The party who licenses all or any part of a Deliverable either to the State, in the case of the Contractor, or to the Contractor, in the case of a third-party provider.

v. Maintenance Services

The software and process support services described in the Original Contract or a Statement of Work, as applicable.

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w. **Materials**

Collectively, software programs, literary works, other works of authorship, documented specifications, designs, analyses, processes, methodologies, concepts, inventions, know-how, programs, program listings, program tools, Documentation, reports, drawings, data bases, spreadsheets, machine readable text, models and work product, whether tangible or intangible.

x. **Perform**

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

y. **Performance Criteria**

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Contract and a Statement of Work, as applicable.

z. **Purchase Order**

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

aa. **Records**

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

bb. **Replacement Deliverable**

Any new Deliverable that replaces a previously accepted Deliverable.

cc. **Services**

The labor or work, necessary or appropriate for the Contractor to Perform.

dd. **Service Level Agreement (SLA)**

The End User License Agreement, SaaS License Agreement or other terms that the use of certain SaaS Services are governed by as included in Attachment D to the Original Contract, as may be modified under the Participating Addendum, and Exhibit 3, which sets forth and describes the service level and maintenance and support agreement or those performance standards, response times and associated obligation between the parties, that may be set forth in this Contract or in a Statement of Work as applicable.

ee. **Site**

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

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ff. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

gg. State

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

hh. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

ii. System

Contractor furnished or otherwise supplied Deliverables that collectively and in an integrated fashion fulfill the Performance Criteria and the business and technical requirements of this Contract or SOW, as applicable.

jj. Term

The original term of this Contract plus any extensions exercised under this Contract.

kk. Termination

An end to this Contract prior to the end of its Term.

ll. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

mm. User

A Client Agency representative that may access the SaaS Services.

2. Payments and Credits

a. The Client Agency shall pay for Deliverables only upon Acceptance pursuant to this Contract and a SOW, as applicable, and receipt of a properly documented invoice from the Contractor. At the Client Agency's request, Contractor shall submit to the Client Agency such documentation as the Client Agency deems it to be necessary or appropriate to justify and support the Performance detailed in any invoice, prior to the Client Agency approving the invoice for payment.

b. The Client Agency shall pay Contractor upon Acceptance within net forty-five (45) days after each calendar month end and receipt of Contractor's properly documented invoice and supporting detail, whichever is the later date.

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c. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") or through the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.

d. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge the P-Card upon acceptance of Goods delivered to the Client Agency or Deliverables accepted.

3. Purchase Orders

a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.

b. The Client Agency shall issue a Purchase Order against this Contract directly to the Contractor and to no other party.

c. All Purchase Orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase Orders issued in compliance with such requirements shall be deemed to be duly issued.

d. A Contractor Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the Purchase Order or a copy bearing any hand-written signature or other "original" marking.

4. Waiver

a. No waiver of any breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.

b. A party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

5. Deliverable Evaluation, Acceptance and Ownership

a. The State shall have a nonexclusive and nontransferable, license during the Term of the applicable Purchase Order to use, alter, modify, create derivative works (without the right to sublicense) and copy Contractor IP in connection with the State's business needs and operations if Contractor IP is provided to the State by Contractor in order to Perform any Services or provide any Deliverables required under this Contract.

b. If any Deliverable becomes the actual or prospective subject of any patent, copyright, license or proprietary rights claim or proceeding, Contractor shall do one or more of the following at the

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option of Contractor:

1. Modify the Deliverable or substitute another equally suitable Deliverable (provided that the function of the modified or substitute Deliverable equals or exceeds that of the original Deliverable);
 2. Obtain for the Client Agency the right to continued use of the Deliverable; or
 3. If neither 1 nor 2 above is commercially reasonable, Client Agency shall discontinue use of the Deliverable subject to such claim or proceeding and the Contractor shall refund the Client Agency the fees paid for the Deliverable.
- c. Each party reserves for itself all proprietary rights not expressly granted to the other. Contractor shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided under this Contract.

6. Data: Access to Contract and State Data

a. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Client Agency or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. At no time will Contractor have Title to such Data, wherever located.
2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.
3. At no cost to the State, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Client Agency, (ii) receiving final payment from the Client Agency, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-State use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants

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that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Client Agency and the State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination.

7. Change Order Within Scope

The Client Agency may, at any time, with thirty (30) calendar days' advance written notice to Contractor, request changes to the Deliverables that come within the scope of this Contract or the SOW, as applicable. Contractor shall not unreasonably deny or delay approving the request. The request may include, but is not limited to, modifications or other changes required to correct System deficiencies, and changes required by new or amended State or federal laws and regulations or both that are included in the Deliverables in Exhibit A, Deliverables Document. Once the changes are agreed upon, they will be documented in a change order. Contractor shall make any changes to the Deliverables that are required due to Deliverable deficiencies or failure in accordance with the requirements of this Contract, without charge. Contractor may charge for changes required by new or amended State or federal laws and regulations or both. Contractor shall at its sole cost and expense conduct any investigation necessary to determine the source of the problem requiring the change. No additions or reductions in the Deliverables and prices for work completed in the Performance of any Purchase Order shall be permitted unless the Client Agency issues a change order in accordance with this Section.

8. Maintenance and Support

The Contractor shall provide the Client Agency with Maintenance Services pursuant to the Original Contract or applicable SOW.

9. State Comptroller's Specifications

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and Contractor shall deliver the Deliverables in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

10. Project Personnel

- a. The Client Agency shall designate a project administrator ("Project Administrator"), who may be replaced at the discretion of the Client Agency and shall notify Contractor in writing of such designation. The Project Administrator shall have the authority to act for the Client Agency under this Contract for scheduling, issue resolution, meeting coordination and information dissemination and for any Deliverables and such authority shall continue to be in effect throughout the Term, unless the Client Agency sooner notifies Contractor in writing of any change in the authority or identity of the Project Administrator.
- b. At Client Agency's request, the parties will complete, date and sign a project team member list

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identifying Key Contractor Personnel assigned to the project and attach the list to the applicable Purchase Order or SOW, or both. Contractor will use commercially reasonable efforts to not remove Contractor identified Key Contractor Personnel providing ongoing Services from the Client Agency's implementation.

1. If one or more of the Key Contractor Personnel, for any reason, becomes or is expected to become unavailable for work for a continuous period exceeding 5 Business Days, or is expected to devote substantially less effort to the work than anticipated at the time that they were approved as Key Contractor Personnel, then the Contractor shall, subject to the concurrence of the Project Administrator, replace that Key Contractor Personnel with personnel of at least equal ability and qualifications no later than 2 Business Days after being notified or becoming aware of the Key Contractor Personnel's actual or expected unavailability or the date agreed upon by the Project Administrator, whichever is earlier.
 2. For any reason, the Client Agency may demand, in writing, that the Contractor either remove one or more Key Contractor Personnel, or, remove the Key Contractor Personnel and provide a substitute. The request may, but need not, provide a detailed explanation of the circumstances for the proposed removal.
 3. The Contractor shall do and perform all acts and things that are reasonably necessary or appropriate in order to minimize or eliminate disruptions to the Performance.
- c. If the project team member list will change, then the parties shall date and sign a revised project team member list to reflect any changes to the Key Contractor Personnel. The parties will do so no later than ten (10) days after the effective date of the change and the parties will indicate on the revised list that such revised list supersedes the list being revised. The revised list will be deemed to be attached to the Purchase Order or SOW, or both, as of the date that the last party signs it, without any further act necessary of either party.

11. System Warranties

- a. Contractor represents and warrants that the System shall conform to this Contract, the Specifications, Performance Criteria, Documentation and as applicable, the SOW and that it shall be free from defects in material and workmanship upon the Acceptance Date of the System and through the Warranty Period, unless this Contract is Terminated earlier. I
- b. During the Warranty Period, Contractor shall, at no charge, make Improvements to the Deliverables as necessary to maintain ongoing System reliability in accordance with the Specifications, Performance Criteria, Documentation, and as applicable, the SOW.

12. Contractor Guaranties

- a. Contractor shall:
 1. Perform fully under this Contract;
 2. Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties.
 4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices, and;

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5. Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.

13. **Representations and Warranties Regarding Motor Vehicles**

If in the course of Performance or in any other way related to this Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- b. each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- c. each Contractor Party who uses or operates a motor vehicle at any time in the Performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- c. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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14. Continued Performance

The Contractor and Contractor Parties shall continue to Perform their obligations under this Contract while any dispute concerning this Contract is being resolved.

15. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under this Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or Performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records or property, making false statements, or receiving stolen property;
- f. each is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- g. they have notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving Contractor or Contractor

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Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract;

- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar days in the Section of this Contract concerning disclosure of Contractor Parties litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;
- k. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- l. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- m. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- n. none owes unemployment compensation contributions;
- o. none is delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- p. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- q. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- r. each either owns or has the authority to use all the Deliverables;
- s. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- t. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- u. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- v. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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16. Further Assurances

The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

17. Advertising

The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS' prior written approval.

18. Contractor Changes

The Contractor shall notify DAS in writing no later than ten (10) days from the effective date of any change in:

- a. its certificate of incorporation or other organizational document, and;
- b. more than a controlling interest in the ownership of the Contractor.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' written request.

19. Contractor Responsibility

- a. The Contractor shall be responsible for the entire Performance under this Contract regardless of whether the Contractor itself Performs. The Contractor shall be the sole point of contact concerning the management of this Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of this Contract.
- b. The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

20. Continuity of Systems

- a. This Section is intended to comply with Conn. Gen. Stat. §4d-44. Nothing in this Section shall be construed to prevent Contractor from being paid for its Performance that is provided in accordance with this Contract.
- b. Contractor acknowledges that the Deliverables, the Systems and associated Services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under this Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of the Client Agency

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information system and telecommunication system facilities, equipment and Services so that there is no disruption or interruption in Performance as required or permitted in this Contract. Contractor shall not enter into any subcontract for any part of the Performance under this Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32 and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact the Contractor. Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33 in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning this Contract.

c. The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State:

1. Facilities and Equipment:

Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other State location which the State identifies, all Deliverables, Systems, facilities and equipment related to or arising out of this Contract, subcontract or amendment, (other than any of the Deliverables, Systems, facilities or equipment in which Contractor has title under this Contract) no later than ten (10) days from the date that the work under this Contract is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver the Deliverables, Systems, facilities or equipment to the State, during the State's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other Documentation in whatever form they exist and a list of all related passwords and security codes;

2. Software Deliverables created or modified pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the State, F.O.B. Hartford, Connecticut or other location which the Client Agency identifies, all Deliverables, Materials and Systems, no later than 10 days from the date that the work under the SOW or this Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver such Deliverables, Materials and Systems to the Client Agency, during the Client Agency's Business Hours, in good working order, and if the Client Agency's equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all Deliverable-related operation manuals and other Documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, which Contractor or Contractor Parties possess or create pursuant to this Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with Conn. Gen. Stat. §4d-44, in which case that shorter period shall apply, Contractor shall deliver to the Client Agency, F.O.B. Hartford, Connecticut or other State location which Client Agency identifies, all Public Records created or modified pursuant to this Contract, any SOW, subcontract or amendment and requested in writing by the Client Agency (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) ten (10) days from the date that the work under this Contract or SOW is transferred back to the Client Agency or to another contractor for any reason. Contractor shall deliver to the Client Agency during the

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Client Agency's Business Hours those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to the Client Agency, during the Client Agency's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d. If Contractor employs former State employees, Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. Contractor shall include language similar to this Section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

21. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract. It is the responsibility of the Client Agency to provide the applicable property entrance policies and procedures to Contractor to review before Contractor enters the Client Agency Site.

22. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

23. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 - 3. A process for reviewing policies and security measures at least annually;
 - 4. Creating secure access controls to Confidential Information, including but not limited to

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passwords; and

5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

24. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

25. Disclosure of Records Concerning Governmental Functions

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a)

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provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

26. Contractor's Obligation to Notify DAS Concerning Public Records

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

27. General Assembly Access to Records

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

28. Profiting from Public Records

In accordance with Conn. Gen. Stat. § 4d-37, neither Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

29. Application of FOIA to Public Records Provided to Contractor

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Conn. Gen. Stat. § 1-210 and as to such public records, the State, Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Conn. Gen. Stat. §1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

30. Ownership Rights and Integrity of Public Records

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this Section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4d-33, as it may be modified from time to time.

31. Nondisclosure of Public Records

In accordance with Conn. Gen. Stat. § 4d-36, neither Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or

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any contract, subcontract or amendment to a contract or subcontract and (b) that a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

32. Audit and Inspection of Plants, Places of Business and Records

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least forty-eight (48) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. All audits and inspections shall be at the State's expense. Contractor shall reimburse the State for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

33. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made

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returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

34. Assignment

The Contractor shall not assign any of its rights or obligations under this Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this Section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS' or the State's rights or possible Claims.

35. Americans with Disabilities Act

Contractor represents that it and Contractor's Performance complies, and during the Term, shall comply with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§12101 et seq, and with all other applicable federal and state laws concerning accessibility and nondiscrimination on the basis of disability. Failure of Contractor to satisfy this standard either now or during the Term constitutes a material breach of the Contract and entitles the State to exercise all remedies available under the Contract, the law and in equity. Contractor shall indemnify, defend and hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

36. Health Insurance Portability and Accountability Act of 1996

- a. If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- b. The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- c. The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103.
- d. The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103.
- e. The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- f. Definitions
 1. "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.

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2. "Business Associate" shall mean the Contractor.
 3. "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 5. "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 6. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 7. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 8. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 9. "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 10. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 11. "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 12. "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 13. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.
 14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 15. "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- g. Obligations and Activities of Business Associates.
1. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 2. Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
 3. Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 5. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 6. Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit

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protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

7. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
8. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
9. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.
10. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
11. Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
12. Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
13. Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
14. In the event that an individual requests that the Business Associate
 - A. restrict disclosures of PHI;
 - B. provide an accounting of disclosures of the individual's PHI;
 - C. provide a copy of the individual's PHI in an electronic health record; or
 - D. amend PHI in the individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
15. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

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- A. The written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
- B. The valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

16. Obligations in the Event of a Breach.

- A. The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
- B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- D. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- E. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications

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required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.

- F. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Website and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- G. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- h. Permitted Uses and Disclosure by Business Associate.
 - 1. General Use and Disclosure Provisions

Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - 2. Specific Use and Disclosure Provisions
 - A. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - B. Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - C. Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- i. Obligations of Covered Entity.
 - 1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - 2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - 3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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- j. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

- k. Term and Termination.
 - 1. Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

 - 2. Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - A. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - B. Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible.
 - C. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

 - 3. Effect of Termination.
 - A. Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - B. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

- l. Miscellaneous Sections.
 - 1. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.

 - 2. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.

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3. Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
4. Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
5. Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
6. Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
7. Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

37. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

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38. Non-Discrimination

- a. For purposes of this Section, the following terms are defined as follows:
1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 9. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability ; and
 10. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

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- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. Pursuant to subsection (c) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

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39. Whistleblower Provision

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

40. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

41. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents

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that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

42. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

43. Notice

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut Department of Administrative Services
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Kennedy Munro

If to the Contractor:

Tyler Technologies, Inc. ("LEGAL NOTICE")
7701 College Boulevard
Overland Park, Kansas 66210
Attention: Chief Legal Officer
Email: legal@tylertech.com

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- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

44. Headings

The headings given to the Sections in this Contract are inserted only for convenience and are in no way to be construed as part of this Contract or as a limitation of the scope of the particular Section to which the heading refers.

45. Number and Gender

Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

46. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

47. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of this Contract shall be valid and enforced to the fullest extent possible by law.

48. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

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a. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess/Umbrella Liability

Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

e. Professional Liability

During the Term, and for a period of three (3) years thereafter, the Contractor shall carry Professional Liability Insurance in the amount of \$5,000,000 per Claim and Annual Aggregate. Contractor shall provide the State a certificate of insurance evidencing such Professional Liability Insurance coverage upon written request on an annual basis and shall not begin Performance until such a certificate has been provided to the Client Agency.

49. Chief Information Officer Approval of Subcontractors

In accordance with Conn. Gen. Stat. § 4d-32, Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract.

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50. Iran Energy Investment Certification

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

51. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

52. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

53. Artificial Intelligence

- a. During the Term, Contractor shall respond to Client Agency and DAS' information requests, no later than fifteen (15) Business Days, from the date the Contractor receives a request, regarding (i) the use of Artificial Intelligence in any Deliverable or Performance by providing the data sets being collected and algorithms being used by the Contractor relating to such use, and (ii) the ongoing monitoring, assessment protocol and tools used by Contractor relating to the Artificial

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Intelligence used in any Deliverable or Performance. Contractor's response and data shall be delivered in a format acceptable to the Client Agency or DAS, as applicable.

- b. If during the Term Contractor introduces Artificial Intelligence functionality into a Deliverable or any portion of a Deliverable that was not originally included in the Deliverables or Performance, Contractor shall provide DAS and the Client Agency the option, in DAS and Client Agency's sole discretion, to opt in or opt out of that Artificial Intelligence. Contractor shall not implement any such Artificial Intelligence without DAS' and the Client Agency's prior express written authority. Notwithstanding the foregoing, Contractor shall, no later than fifteen (15) Business Days after receiving a written request from DAS or the Client Agency, provide Artificial Intelligence functionality including, but not limited to, data sources and algorithms for any Deliverable or Performance.
- c. No Artificial Intelligence used in a Deliverable or Performance shall (i) result in any unlawful discrimination against any individual or group of individuals, or (ii) have any unlawful disparate impact on any individual or group of individuals on the basis of any actual or perceived differentiating characteristic, including, but not limited to, age, genetic information, color, ethnicity, race, creed, religion, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, familial status, pregnancy, veteran status, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, or lawful source of income.
- d. The Contractor may fulfill Artificial Intelligence disclosure obligations by providing one or more of the following items of non-source level information as specified by the Client Agency (a) summary-level information describing the purpose and use of the Artificial Intelligence; (b) functional summaries explaining the Artificial Intelligence tasks performed and the general nature of the Artificial Intelligence inputs and outputs; (c) high-level descriptions of Artificial Intelligence data sources identifying general categories of data used; (d) Artificial Intelligence training inputs described at a general level as to the type and source of the information used to train or refine the Artificial Intelligence; (e) Artificial Intelligence algorithmic logic explained conceptually as to how inputs are processed to generate Artificial Intelligence outputs; or (f) similar non-source level information as may be more specifically required by the Client Agency.
- e. Nothing in this Section shall be construed to require the Contractor to disclose, transfer, or provide access to any Contractor IP unless expressly agreed to in writing or required by a court of competent jurisdiction.

54. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

55. Prohibition of Additional Terms of Use

- a. The Contractor shall not require, as a condition of access to or use of any Deliverable under this Contract, that the State or its authorized Users agree to or be bound by any terms of use, service terms, privacy policy, click-through agreement, shrink-wrap agreement, browse-wrap agreement, or any other form of supplemental, unilateral or online terms that are not already incorporated into this Contract (collectively, "Supplemental Terms").
- b. Any Supplemental Terms, whether presented before, during, or after delivery or access to or use of the Deliverables, are rejected and shall have no force or effect, regardless of any action or inaction of a User (including, but not limited to, clicking "I agree," opening a hyperlink, accessing a website, or continuing use of a service).

Exhibit 2
Connecticut Standard Terms

- c. The Contractor may require the State or its Users to accept limitations on use only if those limitations are specifically set forth in, and are consistent with, all other terms of this Contract. No limitation on use shall be enforceable unless expressly previously agreed to in writing by the State.
- d. Imposing, or any attempt to impose, Supplemental Terms on the State or its Users constitutes a material breach of this Contract. This provision is governed by Connecticut law and does not limit any right or remedy available to the State under Connecticut law or this Contract.

56. Accessibility

a) The Contractor shall ensure that all Deliverables provided under this Contract comply with all applicable federal and State accessibility laws and standards, including, without limitation, the Americans with Disabilities Act of 1990, as amended (ADA); Section 504 and Section 508 of the Rehabilitation Act of 1973; the Connecticut General Statutes; the State of Connecticut Accessibility & Inclusivity Policy for Websites and Digital Assets, which is found at the following link: [State of Connecticut Digital Accessibility Policy](#); and the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, which is found at the following link: <https://www.w3.org/TR/WCAG21/> or any successor standard adopted by the State during the Term.

(b) No later than 10 Business Days after receiving the State's written request or as specified in a Statement of Work, the Contractor shall provide accessibility documentation demonstrating the Deliverables' accessibility compliance, including, without limitation, the Accessibility Conformance Report (ACR) using the then current WCAG Voluntary Product Accessibility Template (VPAT) standards located at <https://www.itic.org/policy/accessibility/vpat>. Such documentation demonstrating accessibility compliance may be subject to disclosure under the Connecticut Freedom of Information Act, Conn. Gen. Stat. §§ 1-200, *et seq.* The Contractor shall cooperate fully with the State in responding to any FOIA request concerning accessibility compliance, and providing such information and delivering any instruments, documents and materials and take such other actions as the State may deem to be necessary or appropriate in order to comply fully as may be required pursuant to the FOIA.

(c) The Contractor shall also deliver an ACR every twelve (12) months beginning on the first anniversary of the Effective Date and continuing for the duration of the Term. The Contractor shall deliver such ACR for the Deliverables using the WCAG VPAT version in effect at the time of delivery.

(d) The Contractor shall maintain the Deliverables in continuous compliance with applicable accessibility requirements throughout the Term. If at any time during the Term, the Deliverables do not comply with the applicable accessibility requirements, Contractor shall, at no cost to the State, remediate the noncompliance within the time period specified by the State. The Contractor shall not be responsible for noncompliance resulting from the State's unauthorized use of, or material modification to, the Deliverables.

(e) The State's rights under this section are cumulative and in addition to, and not in limitation of, any other rights or remedies available to the State under this Contract, at law, or in equity, including the right to require remediation, withhold payment, terminate for cause, seek indemnification, or pursue injunctive or equitable relief.

Exhibit 2
Connecticut Standard Terms

(f) Nothing in this section requires the Contractor to disclose, transfer, or provide access to any Contractor IP unless expressly agreed to in writing or disclosure is required by a court of competent jurisdiction.

Exhibit 3

Master SERVICE LEVEL and MAINTENANCE AND SUPPORT AGREEMENT

This Service Level and Maintenance and Support Agreement (SLA) establishes baseline performance standards applicable to all Services provided under this Agreement. Each SOW may supplement, modify, or replace specific metrics and thresholds defined herein. In the event of conflict, the SOW-specific metrics shall control for that scope of Services.

1. Definitions.

- A. Available Time means 24 hours × number of days in the month.
- B. Downtime means any period, measured in minutes, during which the Hosted Services are not available to Client Agency or its Users in accordance with agreed performance standards, excluding Excluded Unavailability.
- C. Excluded Unavailability means downtime resulting from:
 - (a) scheduled maintenance windows approved by the Client Agency;
 - (b) Force Majeure Events;
 - (c) failures of systems or networks not under Contractor control; or
 - (d) mutually agreed downtime for major upgrades.
- D. Incident means any unplanned interruption or degradation of the Hosted Services.
- E. Severity Level means the categorization of an Incident according to business impact, as further described below.
- F. System Availability means the percentage of total time during which the Hosted Services are operational and accessible to Client Agency and its Users, excluding Excluded Unavailability.
- G. System Reliability means the ability of the System to operate continuously and Perform as designed under normal conditions.

2. Baseline Service Levels.

A. System Availability.

Contractor shall maintain System Availability as defined in the applicable SOW. This baseline SLA defers all uptime requirements to the SOW level. Each SOW shall define the specific uptime percentage, related performance standards, and any applicable remedies for failure to meet those requirements.

B. Calculation.

System Availability = (Available Time – Downtime) / Available Time × 100.

Exhibit 3

Master SERVICE LEVEL and MAINTENANCE AND SUPPORT AGREEMENT

C. Scheduled Downtime.

Contractor shall provide at least ten (10) Business Days' advance notice of any scheduled Downtime. Such Downtime must be (1) pre-approved by Client Agency, (2) limited to reasonable duration, and (3) scheduled during off-peak hours unless otherwise agreed. For major upgrades or Improvements requiring extended Downtime, the Parties shall mutually establish substitute timeframes.

D. Reporting and Monitoring.

Contractor shall maintain automated monitoring of uptime and furnish availability reports as defined in each SOW.

Each SOW shall specify the frequency (e.g., daily, weekly, monthly) and content of such reports.

Failure to meet the availability requirement triggers the remedies set forth in below Section 6.

E. System Reliability and Resilience.

Contractor shall host and maintain the System to ensure continuous operability for productive Client Agency use. At a minimum, Contractor shall:

- (i) Maintain redundant hosting or disaster-recovery infrastructure located in geographically separate U.S. data centers; and
- (ii) Perform automated daily and weekly data backups of production and configuration data. Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) shall be defined in the applicable SOW.

3. System Maintenance and Support.

A. Contractor shall provide ongoing System maintenance and support to ensure that all products and Services perform in accordance with this Agreement and the applicable SOW. System maintenance shall include, at a minimum:

- (i) Maintaining the System in conformity with the functional and performance requirements set forth in this Agreement and the applicable SOW.
- (ii) Detecting, diagnosing, and correcting System errors, defects, and performance issues consistent with the Incident Response and Resolution framework described in Section 4, below.
- (iii) Performing regular database maintenance and management activities, including backups, optimization, and data integrity assurance, consistent with industry best practices and applicable security standards.

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Master SERVICE LEVEL and MAINTENANCE AND SUPPORT AGREEMENT

- (iv) Performing all services necessary to maintain the required System Availability, including scheduled preventive maintenance.
- (v) Participating in periodic meetings with Client Agency (frequency to be defined in each SOW) to review System performance, maintenance activities, Updates, Upgrades, and any planned or unplanned outages.
- (vi) Providing Client Agency with electronic access to maintenance and support logs and reports sufficient to monitor status of issues and Contractor performance.

Each SOW may specify additional or more frequent maintenance Deliverables, reporting formats, or communication requirements.

B. Ongoing Support.

1. Contractor shall provide ongoing technical support and system monitoring 24 hours per day, seven days per week, 365 days per year (24 / 7 / 365) unless otherwise specified in a SOW.
2. Contractor shall monitor all automated or batch processes as applicable and initiate immediate escalation and response in the event of any failure or service interruption.
3. Each SOW shall define:
 - (i) Communication channels (e.g., toll-free support number, email address, or support portal);
 - (ii) Response time expectations by Severity Level; and
 - (iii) Escalation procedures and points of contact.

C. Help Desk.

1. Contractor shall maintain a help desk function capable of receiving, logging, tracking, and resolving Client Agency technical issues and service requests. At a minimum, the help desk shall:
 - (i) Provide knowledgeable and trained personnel capable of addressing both functional (“how to”) and technical inquiries related to the System.
 - (ii) Record and track all reported issues, complaints, and service requests in a ticketing or case-management system accessible to Client Agency for review and reporting.
 - (iii) Maintain and provide a Frequently Asked Questions (FAQ) or knowledge-based resource for common issues.

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Master SERVICE LEVEL and MAINTENANCE AND SUPPORT AGREEMENT

- (iv) Respond to Client Agency requests within the applicable response time for the assigned Severity Level, as defined in Section 4.E and the relevant SOW.
 - (v) Provide Client Agency with periodic help-desk activity reports (at least monthly, unless otherwise specified), including summary metrics, unresolved issues, and trend analysis.
2. Each SOW may specify additional requirements, such as on-site dispatch protocols, communication frequency, or detailed reporting formats.
4. Incident Response and Resolution.
- A. Contractor shall promptly respond to and resolve all System issues and service requests (other than updates, upgrades, Improvements, or new feature development) in accordance with the Severity Levels defined in the SOW.
 - B. Each SOW shall specify:
 - (i) The Severity Level definitions and examples of qualifying incidents (if different from below);
 - (ii) Target response and resolution timeframes for each Severity Level; and
 - (iii) Any escalation or notification requirements applicable to critical incidents.
 - C. If multiple incidents of the same Severity Level are reported concurrently, Client Agency shall determine the order of priority for resolution.
 - D. The Severity Level of a System issue may be lowered when Contractor implements a work-around, approved by Client Agency, that mitigates the business impact of the issue.
 - E. Contractor shall use the Severity Levels defined in the framework table below, which may be refined in each SOW. Each SOW may further refine these definitions and specify response and resolution times appropriate to the covered Services.

SEVERITY LEVEL	DESCRIPTION (FRAMEWORK DEFINITIONS)	TYPICAL IMPACT (EXAMPLE)
Level 1 – Critical	Complete loss of a core business function or total system outage requiring immediate response.	System unavailable or data integrity compromised.
Level 2 – High	Significant degradation or partial outage with major impact on essential functions.	Key features inoperative; no immediate workaround.
Level 3 – Medium	Non-critical issue causing limited impact or inconvenience; workaround available.	Minor feature failure or performance issue.
Level 4 – Low	Cosmetic or informational issue not affecting operations.	User interface or documentation error.

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Master SERVICE LEVEL and MAINTENANCE AND SUPPORT AGREEMENT

5. System Accuracy.

Contractor shall, at a minimum, conduct an annual performance or accuracy assessment for each deployed system or module as specified in the applicable SOW. Each SOW shall define the applicable test methodology, data sets, and measurement thresholds for determining accuracy performance.

The initial test results will serve as the baseline for ongoing comparison and performance improvement in subsequent assessments.

6. System Performance, Non-Compliance.

- A. If Contractor fails to meet a defined Service Level during any measurement period, Client Agency shall be entitled to a service credit ("Service Credit").
- B. The amount of the Service Credit shall be determined according to the following principles:
 - (i) Tiered Percentage Model: Credits will be applied as a percentage of the monthly S=service F=fee for the affected Service ("Monthly Service Fee"). The actual percentages (e.g., 5 %, 10 %, 20 %, 30 %) shall be set forth in each SOW.
 - (ii) Incident-Based Credits: Each SOW may define additional credits for failures to meet response or resolution targets for specific Severity Levels.
 - (iii) Credit Cap: Total Service Credits in any month shall not exceed 50% of the Monthly Service Fee for the affected Service.
- C. Failure to meet any SLA metric for three (3) consecutive months or five (5) months in a rolling twelve-month period constitutes chronic non-performance, entitling Client Agency to pursue additional remedies, including termination for cause.

7. Reporting and Transparency.

Contractor shall provide periodic SLA performance reports (at least monthly unless otherwise stated) summarizing uptime, incidents, and support activity. Client Agency shall have access to data sufficient to independently verify Contractor's reported performance.

8. Governance and Review.

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Master SERVICE LEVEL and MAINTENANCE AND SUPPORT AGREEMENT

The Parties shall conduct quarterly SLA review meetings to evaluate compliance, performance trends, and potential revisions. Changes to metrics or remedies shall be made only by written amendment executed by both Parties (subject to any metrics or remedies that may be set forth in a specific SOW).

9. Order of Precedence.

If an SOW defines specific Service Levels or Service Credits differing from this baseline SLA, the SOW shall govern for that scope of Services. All other provisions of this baseline SLA remain in effect for the remainder of the Agreement.

Exhibit 4 - End User License Agreements

Champ License Terms

Exhibit 4 - End User License Agreements

1. Services.

- a. Software Service. Tyler Technologies, Inc., including its affiliates and subcontractors including Champ Title's Inc. ("Tyler") will provide the State of Connecticut ("Client") with access to the Software Service specified on Exhibit A during the term of the agreement between Client and Tyler (together with these License Terms, the "Agreement") for governmental purposes, including use by the State, its agencies, political subdivisions, authorized users, and external users as necessary to deliver governmental programs and services, subject to Client's compliance with the Agreement. The Software Service will be provided using Champ's proprietary software, APIs, processes, user interfaces, know-how, techniques, designs, ideas, concepts, and other tangible or intangible technical material or information ("Champ Technology"). Champ Titles, Inc. is a third-party licensor and subcontractor to Tyler Technologies, Inc. Tyler Technologies, Inc. remains fully responsible for the acts and omissions of Champ Titles, Inc. in connection with this Agreement, consistent with the definition of Contractor Parties in the Connecticut Participating Addendum, Exhibit 2.

2. Permitted Uses, Restrictions, and Ownership.

- a. Client is solely responsible for (i) providing and maintaining the hardware and software necessary to access and use the Software Service; (ii) using frequently updated, industry standard virus and malware protection software to prevent the introduction of viruses and other malware into the Software Service from Client's network or hardware; (iii) identifying and preventing any unauthorized access to, use of, or disclosure of the Software Service or any content on the Software Service by advising Tyler promptly, but in no event more than two (2) business days after Client learns of such access, use, or disclosure.
- b. Client shall not (and shall not permit others to) (i) modify or interfere with the Software Service or the Champ Technology; (ii) reverse engineer, decompile, or attempt to discover the source code of the Software Service, or the Champ Technology; or (iii) resell or otherwise use the Software Service for any purpose other than its own internal business purposes. Nothing in this section limits the State's rights under the Connecticut Standard Terms relating to audits, transition assistance, security reviews, or statutory obligations.
- c. As between the parties, Tyler alone (and its licensors, where applicable) own all right, title, and interest, in and to the Software Service, Champ Technology, or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the Software Service. Subject to FOIA or any other state or federal law, regulation, or requirement, Client will not copy, distribute, reproduce, or use any of the foregoing except as reasonably necessary for backup, disaster recovery, testing, security, audit, continuity of operations, or as otherwise permitted under the NASPO ValuePoint Master Agreement and the Connecticut Participating Addendum. All rights in the Champ Technology not expressly granted to Client are reserved by Tyler and its licensors.

Tyler acknowledges that as between the parties, Client controls the means and uses of data put into the Software Service by Client or an end user ("Client Data"); *provided, however,* that Client grants Tyler the right to use any and all Client Data: (i) to perform its obligations described in the Agreement, (ii) for back-up or testing purposes, and (iii) to the extent permitted by applicable law, in blinded, de-identified or aggregated form, subject to applicable State law

and the prior written approval of Client Agency, and solely for system improvement and service delivery purposes. Client is responsible for maintaining the security of all access credentials granted to it, for the security of its information systems used to access the Software Service, and for its end users' use of the Software Service. Client is responsible for all activities conducted under its login credentials. Tyler may suspend access only to the extent necessary to address an actual security incident, upon prompt notice to the Client Agency, and subject to the continuity-of-operations, notice, and cure requirements of the NASPO ValuePoint Master Agreement and the Connecticut Participating Addendum.

3. Miscellaneous. If any provision herein is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either party to enforce any right or provision in these License Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. The parties can amend the Agreement only by a written agreement of the parties that identifies itself as an amendment to the Agreement. The following Sections shall survive any expiration or termination of these License Terms: Section 2 subparts (b)-(e) "Permitted Uses, Restrictions, and Ownership", Section 3 "Miscellaneous." In the event of any conflict, the NASPO ValuePoint Master Agreement, the Connecticut Participating Addendum, and the Connecticut Standard Terms shall govern and prevail over this Attachment D

Exhibit A

Software Service

CHAMP Titles' Vehicle Services Platform

CHAMP Titles' Vehicle and Driver Services platform, CHAMPgov, introduces the industry's first patented, SaaS-based solution for comprehensive modernization in state title issuance and driver credentialing. CHAMPgov enables fully digital management of titles, registrations, liens, credentialing, and related services, benefiting an entire state's driver and vehicle ecosystem. Our scalable, modular, cloud-based, blockchain back-end system is designed to work seamlessly with any existing state technology infrastructure, providing a universal digital experience for dealers, lenders, insurance carriers, OEMs, state motor vehicle authorities (MVAs), and citizens alike. Additionally, as a SaaS solution, CHAMPgov ensures that state agencies can continually offer the latest advancements in capabilities and security to their constituents.



DATA & INSIGHTS SOFTWARE AS A SERVICE AGREEMENT

This Data & Insights Agreement (“Data & Insights Agreement”) is governed by, the NASPO ValuePoint Master Data & Insights Agreement and the Connecticut Participating Addendum. In the event of any conflict, the NASPO ValuePoint Master Agreement, the Connecticut Participating Addendum, and the Connecticut Standard Terms (collectively the “Contract”) shall govern and prevail.

Client agrees to be bound by these terms and conditions in this Data & Insights Agreement which governs the use and license rights associated with the Data & Insights products, applications and modules (“Licensed Software”). The parties are referred to herein individually as Party or collectively as Parties.

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

WHEREAS, Tyler and Client desire and specifically agree to be bound to each other by the terms and conditions as stated in this Data & Insights Agreement (as applicable); and

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

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

SECTION A – DEFINITIONS

1. “**Active Account**” means an account where the User was invited to the site, accepted the invitation, and where the account has not been deactivated.
2. “**Agreement**” means Data & Insights Agreement
3. “**Alert**” means a message that is delivered when Client-defined thresholds are exceeded.
4. “**API**” means application-programming interface.
5. “**API Calls**” means a request made against a SaaS Service.
6. “**CJIS**” means Criminal Justice Information Services.
7. “**Client**” means the means the state, or local government, an agency, or entity of the state, or local government, that is identified in the Purchase Order or ordering document issued off the NASPO ValuePoint Master Agreement.
8. “**Client Data**” means data, datasets, files, information, content, and links uploaded or provided by Client through the use of the SaaS Services, but excluding Third Party Services.
9. “**Dataset**” means the physical collection of information, typically modeled as a table of rows and columns of data.
10. “**Data Storage**” means the contracted amount of storage capacity for Client Data.
11. “**FERPA**” means the Family Educational Rights and Privacy Act.
12. “**Guest User**” means a user that is outside of the organization invited by a User to collaborate on the Client’s site.

13. **“Material Misuse”** means Client’s use of the SaaS Services that constitutes a material breach of this Data & Insights Agreement and that (a) results in actual and substantial harm to the security or availability of the SaaS Services, or (b) creates a demonstrable and imminent risk of such harm that cannot be reasonably mitigated without suspension. Material Misuse does not include inadvertent or technical noncompliance that does not cause material harm, isolated or de minimis violations, or good-faith disputes regarding interpretation of this Data & Insights Agreement, or applicable law.
14. **“Quote”** or **“Investment Summary”** means an estimate provided by Tyler for the SaaS Services or Professional Services as further defined in the Order Form or Purchase Order.
15. **“SaaS Fees”** means the fees for the SaaS Services identified in the Order Form. SaaS Fees may be listed or referred to as Recurring Fees in the Order Form.
16. **“SaaS Services”** means the Data & Insights off the shelf, cloud-based software service and related services, including maintenance and support services. Support, maintenance, and service levels for the SaaS Services are governed by the NASPO ValuePoint Master Agreement, the Connecticut Participating Addendum, the Master SLA, and applicable Statements of Work.
17. **“Site”** means, for the purpose of this Data & Insights Agreement, a single domain or instance of the Open Data platform, Socrata Connected Government Cloud (also known as the Enterprise Data Platform) Site and the number of Sites permitted is defined in the Quote or Order Form.
18. **“SLA”** means the service level agreement described in Exhibit 2 of the Contract.
19. **“Third-Party Data”** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.
20. **“Third-Party Data Purpose”** means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Client.
21. **“Third-Party Services”** means if any, third-party web-based services, content, or platforms, including but not limited to third party stock photos and third-party map location services, which are available at no additional charge to Client through the SaaS Services.
22. **“Updates”** means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
23. **“User”** or **“Monthly Active User”** (used interchangeably) means any Active Account added to the Client’s Site that is not a Guest User.

SECTION B – SAAS SERVICES

1. **Rights Granted.** Tyler grants to Client a non-exclusive, non-assignable, limited right to use the SaaS Services for governmental purposes, subject to the NASPO ValuePoint Master Data & Insights Agreement and the Connecticut Participating Addendum.. The SaaS Services and updates and enhancements to the SaaS Services will be made available to Client according to the terms of the SLA. Unless otherwise terminated, Client’s right to access or use the SaaS Services will terminate at the end of the subscription period defined in the SOW or Purchase Order.
2. **Usage Limits.** During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the SOW or Purchase Order. If Client exceeds contractual usage limits, Tyler may work with Client to seek to reduce Client’s usage so that it conforms to that limit. If Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to add additional Users or Data Storage, a written contract amendment for additional quantities of the applicable SaaS Services will

be required. Usage limits shall not result in suspension or termination of service without notice and an opportunity to cure, consistent with the NASPO ValuePoint Master Data & Insights Agreement.

3. Ownership.

- 3.1. Ownership of software, data, configurations, datasets, deliverables, and derivative works shall be governed by the NASPO ValuePoint Master Data & Insights Agreement, the Connecticut Participating Addendum, and the Connecticut Standard Terms.
- 3.2. Tyler retains all right, title, and interest in and to the Licensed Software, including its pre-existing proprietary software, platform, and related intellectual property, together with all copyrights, trademarks, trade secrets, and patent rights therein. Nothing in this Data & Insights Agreement conveys to Client any ownership interest in the Licensed Software itself, but only a limited right to use the Licensed Software as expressly permitted herein and in the controlling NASPO and Connecticut contract documents.
- 3.3. For clarity, Tyler acquires no ownership interest in Client Data, datasets, configurations, reports, analytics outputs, visualizations, or other materials created by or on behalf of the Client through use of the SaaS Services, except as expressly provided in the NASPO ValuePoint Master Data & Insights Agreement or the Connecticut Participating Addendum. Client retains all rights in such materials, subject to the licenses expressly granted to Tyler solely for the purpose of providing the SaaS Services.
- 3.4. Any enhancements, updates, or derivative works to the Licensed Software itself shall remain the property of Tyler. Ownership and license rights in any deliverables, configurations, datasets, or other materials created for or by the Client shall be governed exclusively by the NASPO ValuePoint Master Data & Insights Agreement and the Connecticut Participating Addendum.
- 3.5. Tyler's licensors and third-party providers retain ownership of their respective software, data, and documentation, subject to the rights granted under the NASPO ValuePoint Master Data & Insights Agreement and the Connecticut Participating Addendum.

4. Restrictions.

- 4.1. Client shall not, and shall not permit any third party to:
 - (a) make the SaaS Services or Documentation available for commercial resale, service bureau, or timesharing purposes, except as expressly permitted for governmental purposes under this Data & Insights Agreement;
 - (b) modify, disassemble, reverse compile, or reverse engineer the SaaS Services, except to the extent required for audits, security reviews, compliance assessments, or other activities mandated by applicable law or State policy;
 - (c) access or use the SaaS Services to develop or support products or services that are competitive with Tyler;
 - (d) license, sell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit the SaaS Services or Documentation, except as permitted for governmental purposes and subject to the requirements of FOIA;
 - (e) use the SaaS Services to store or transmit unlawful, infringing, or tortious material;
 - (f) interfere with or disrupt the integrity or performance of the SaaS Services, provided that Client

may conduct or require vulnerability scanning, penetration testing, security assessments, and audits as required by law or State policy, subject to reasonable coordination with Tyler ; or
(g) attempt to gain unauthorized access to the SaaS Services or related systems or networks.

For clarity, Client may accept data from, and provide user access to, other State agencies, political subdivisions, and authorized third parties acting on behalf of the Client for governmental purposes, provided such users comply with the terms of this Data & Insights Agreement.

- 4.2. The SaaS Services are not intended to function as a system of record unless expressly designated as such in an applicable Statement of Work. Use of the SaaS Services shall be subject to the NASPO ValuePoint Master Agreement, the Connecticut Participating Addendum, and applicable State and federal law.

Use or processing of regulated data, including data subject to FERPA, CJIS, or HIPAA, shall be governed by applicable law and any required data protection or security addenda (including a Business Associate Agreement where applicable). Nothing in this Data & Insights Agreement shall be construed to disclaim Tyler's obligations with respect to data security, continuity of operations, or service availability as set forth in the controlling contract documents.

5. Access and Usage by Internal Client Users and Contractors. Client may allow Client's employees, officials, agents, contractors, other State Agencies, political subdivisions, and other authorized users acting on behalf of the Client for government purposes, to access and use the SaaS Services, provided such user comply with the terms of this Data and Insights Agreement. Client is responsible for ensuring compliance with Data & Insights Agreement applicable restrictions.
6. Client Responsibilities. Client shall (a) use commercially reasonable efforts to maintain confidentiality of access credentials; (b) be responsible for activities conducted using Client issues credentials, except to the extent caused by Tyler's failure to comply with its security obligations; (c) use commercially reasonable efforts to prevent unauthorized access to its account(s) and notify Tyler promptly of any such unauthorized access; (d) use the SaaS Services only in accordance with the Documentation; and (e) comply with all applicable federal, state and local laws, regulations and policies of Client, as to Client's use of the SaaS Services, Client Data, and instructions to Tyler regarding the same.
7. APIs. Tyler will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Data & Insights Agreement. Subject to the other terms of this Data & Insights Agreement, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs subject to notice and cure requirements set forth in the NASPO ValuePoint Master Data & Insights Agreement and the Connecticut Participating Addendum
 - 7.1. Tyler may temporarily suspend API access upon written notice if Client Materially Misuses the APIs. Any suspension shall be limited in scope and duration and Tyler shall restore access promptly upon Client's cure. API access shall not be terminated except in accordance with the NASPO ValuePoint Master Agreement and the Connecticut Participating Addendum.
 - 7.2. Tyler may change or remove existing endpoints or fields in API results upon at least thirty (30) days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least six (6) months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

7.3. The APIs may be used to connect the SaaS Services to certain hosted or on-premise software applications not provided by Tyler (“Non-Tyler Applications”). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client’s obligations under this Data & Insights Agreement are not contingent on access to or availability of any Non-Tyler Application. Nothing in this section relieves Tyler of its obligations with respect to the SaaS Services under the NASPO ValuePoint Master Agreement and the Connecticut Participating Addendum.

7.4. Any open source code provided is provided as a convenience to Client. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client’s limited right to use the SaaS Services for government purposes.

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services. Client may be provided with access and usage of Third-Party Services through use of the SaaS Services. Subject to the NASPO ValuePoint Master and Connecticut Participating Addendum, Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Client will have access to the following Third-party Services for use within the software, however, the availability of any of these services is subject to change:
 - 1.1. Getty Images: Within the platform’s perspective story tool, Clients have access to a library of images available for use in their story pages.
 - 1.2. Mapbox: Within the platform’s visualization suite, the current mapping visualizations are powered by Mapbox.
 - 1.3. Mapquest: Geocoding provider that matches user-provided addresses with geographic coordinates for display on map visualizations.
2. Disclaimer. Client acknowledges that Tyler is not the provider of any Third-Party Services. Tyler does not warrant or guarantee the performance of the Third-Party Services. Tyler remains responsible for its obligations under the NASPO ValuePoint Master and Connecticut Participating Addendum notwithstanding the use of Third-Party Services.
3. Acknowledgement of Third-Party Components. Client acknowledges that the Software may use or include third party components which are referenced in the attached Third Party Terms to this Data & Insights Agreement. Such terms of use contain information regarding third party products and use limitations of the third-party components. These third-party terms of use attached as Attachment 1 hereto are provided in this Data & Insights Agreement for informational purposes only and do not bind or impose any obligations on Client. Nothing contained in any of the attached third party terms will create or is to be construed as creating any contractual relationship between DAS and the providers of the third party components.

SECTION H – GENERAL TERMS AND CONDITIONS


1. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of Tyler’s employees assigned to Client’s project.

2. Subcontractors. In accordance with Section 49 of Exhibit 2 of the Connecticut Participating Addendum, Tyler will not subcontract any services under this Data & Insights Agreement without Client's prior written consent, not to be unreasonably withheld.

SECTION I – ADDITIONAL TERMS AND CONDITIONS FOR THIRD-PARTY DATA VENDOR SOLUTIONS/APPLICATIONS

1. Tyler may make certain Third-Party Data Vendor Applications available to Client. The use of Tyler Recovery Insights, Economic Intelligence, Small Business Revenue Metrics, Mobility Metrics, Consumer Spending Metrics, Real Estate Market Metrics, and/or Small Business Revenue Metrics either alone or in connection with the SaaS Services is governed by this Data & Insights Agreement. Client must also comply with the following terms and conditions when using the above mentioned Applications.
2. License Grant for Third-Party Data. Any use of Third-Party Data shall be limited to the Third-Party Data Purpose. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.
3. Restrictions for Third-Party Data.
 - 3.1. Client shall not knowingly, directly or indirectly: (i) copy, modify, or create derivative works of the Third-Party Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Third-Party Data to any third party, except to Client's employees, officials, contractors, agents and other governmental entities authorized to access the SaaS Services for governmental purposes ("Authorized Users"); (iii) re-identify, reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Third-Party Data, in whole or in part; (iv) remove any proprietary notices from the Third-Party Data; (v) use the Third-Party Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable Law; or (vi) make Third-Party Data available to for use or access to anyone other than Client and its Authorized Users acting on behalf of Client for government purposes.
 - 3.2. If any Third-Party Data is the subject of a disclosure request under the Connecticut Freedom of Information Act or other applicable public records law, Client may comply as required by law. Client shall provide Tyler notice to the extent reasonably practicable and permitted by law to allow Tyler the opportunity to seek protective treatment of such data.
 - 3.3. Client shall not use the Third-Party Data to attempt to identify or re-identify a known individual, except as required by law, court order, or lawful government investigation.



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GETTY IMAGES CONTENT LICENSE AGREEMENT

LAST UPDATED: October 2024

This is a license agreement between you and Getty Images that explains how you can use photos, illustrations, vectors, and video clips (individually and collectively, "content") that you license from Getty Images. By downloading content from Getty Images, you accept the terms of this agreement.

- 1. What types of licenses does Getty Images offer?** Getty Images offers three types of license models: royalty-free ("RF"), rights-ready ("RR") and rights-managed ("RM"). Royalty-free does not mean there is no cost for the license. Instead, royalty-free means that the license fee is paid once and there is no need to pay additional royalties if the content is re-used. Royalty-free content is licensed for worldwide, unlimited, perpetual use, and pricing is based on the file size. Rights-managed and rights-ready content is licensed for specific types of use, and pricing is based on factors such as size, placement, duration of use, and geographic distribution.

Comp license: You are welcome to use content from the Getty Images site on a complimentary basis for test or sample (composite or comp) use only, for up to 30 days following download. However, unless a license is purchased, content cannot be used in any final materials or any publicly available materials. No other rights or warranties are granted for comp use.

- 2. How can I use licensed content?** You may use licensed content in any way consistent with the rights granted below and not restricted (see Restricted Uses below). Subject to those restrictions and the rest of the terms of this agreement, the rights granted to you by Getty Images are:

Royalty-Free	Rights-Managed/Rights-Ready
<p>Perpetual, meaning there is no expiration or end date on your rights to use the content. Worldwide, meaning content can be used in any geographic territory. Unlimited, meaning content can be used an unlimited number of times. Any and all media, meaning content can be used in print, in digital or in any other medium or format. Non-Exclusive, meaning that you do not have exclusive rights to use the content. Getty Images can license the same content to other customers. If you would like exclusive rights to use royalty-free content, please contact Getty Images to discuss a buy-out.</p>	<p>Limited to the specific use, medium, period of time, print run, placement, size of content, and territory selected, and any other restrictions that accompany the content on the Getty Images website (or any other method of content delivery) or in an order confirmation or invoice. Non-Exclusive, meaning that, unless otherwise indicated on the website, your invoice, sales order or separate agreement, you do not have exclusive rights to use the content. Getty Images can license the same content to other customers.</p>

For purposes of this agreement, "use" means to copy, reproduce, modify, edit, synchronize, perform, display, broadcast, publish, or otherwise make use of. Please make sure you read the Restricted Uses section below for exceptions.

3. Restricted Uses.

- a. **No Unlawful Use.** You may not use content in a pornographic, defamatory or other unlawful manner, to promote violence or hatred, or in violation of any applicable regulations (including for sports content, any restrictions or credentials issued by a sports league or governing body) or industry codes.
- b. **No Alteration of Editorial Content.** Content marked "editorial" or "intended for editorial" may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the content is not compromised, but you may not otherwise alter the content.
- c. **No Standalone File Use.** You may not use content in any way that allows others to download, extract or redistribute content as a standalone file (meaning just the content file itself, separate from the project or end use).
- d. **No Sensitive Use Without Disclaimer.** If you use content that features models or property in connection with a subject that would be unflattering or unduly controversial

to a reasonable person (for example, sexually transmitted diseases), you must indicate: (1) that the content is being used for illustrative purposes only, and (2) any person depicted in the content is a model. For example, you could say: "Stock photo. Posed by model." No disclaimer is required for content marked "editorial" or "intended for editorial" that is used in a non-misleading editorial manner.

- e. No False Representation of Authorship. You may not falsely represent that you are the original creator of a work that is made up largely of licensed content. For instance, you cannot create artwork based solely on licensed content and claim that you are the author.
- f. Collection Specific Restrictions. If you are licensing content from the following collections, please click here for additional restrictions: Digital Globe; BBC Motion Gallery; TVNZ; NBA; NBC News Archives; Storyful.

Restricted Uses - unless additional license purchased. The following are prohibited without the prior written consent of Getty Images and payment of an additional license fee:

- g. No Commercial Use of Editorial Content. Unless explicitly authorized in a Getty Images invoice, sales order confirmation or license agreement, you may not use content marked "editorial" or "intended for editorial" for any commercial, promotional, advertorial, endorsement, advertising, gambling/betting/gaming uses, or merchandising purpose. This type of content is not model or property released and is primarily intended to be used for editorial purposes, meaning descriptive purposes such as news reporting and discussion of current events or other human interest topics. In addition, pursuant to Section 9(c) below, you are responsible for obtaining any necessary approvals from third parties such as individuals featured or event organisers before using "editorial" content for a commercial purpose.
- h. No 'On-Demand' Products. Unless explicitly authorized in a Getty Images invoice, sales order confirmation or license agreement, you may not use content in connection with "on-demand" products (e.g., products in which a licensed image is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items (this includes the sale of products through custom designed websites, as well as sites such as zazzle.com and cafepress.com).
- i. No Electronic Templates. Unless explicitly authorized in a Getty Images invoice, sales order confirmation or license agreement, you may not use content in electronic or digital templates intended for resale or other distribution (for example, website templates, business card templates,

electronic greeting card templates, and brochure design templates).

- j. No Use in Trademark or Logo. Unless explicitly authorized in a Getty Images invoice, sales order confirmation or license agreement, you may not use content (in whole or in part) as the distinctive or distinguishing feature of a trademark, design mark, tradename, business name, service mark, or logo. Additionally, you shall not be entitled to register (in any jurisdiction) such content (in whole or in part) as a trademark or rely on any such registrations, prior use, and/or accrued goodwill to prevent any third party use of the content or any similar content (including by us, our customers, or the copyright owner of such content).
 - k. No Machine Learning, AI, or Biometric Technology Use. Unless explicitly authorized in a Getty Images invoice, sales order confirmation or license agreement, you may not use content (including any caption information, keywords or other metadata associated with content) for any machine learning and/or artificial intelligence purposes, or for any technologies designed or intended for the identification of natural persons. Additionally, Getty Images does not represent or warrant that consent has been obtained for such uses with respect to model-released content.
 - l. No Metadata Exploitation. Unless expressly authorized by Getty Images, you may not use the caption information, keywords, accompanying text, or other metadata associated with content separate and apart from the content, or allow any third parties to access or use any such information associated with content.
 - m. No NFT Use of Editorial Content or Rights-Ready Video Content. Unless explicitly authorized in a Getty Images invoice, sales order confirmation or license agreement, you may not use any items of content marked "editorial" or "intended for editorial" or any rights-ready video content in connection with an immutable digital asset intended for sale or other distribution (such as a non-fungible token).
4. **Who, besides me, can use the licensed content?** The rights granted to you are non-transferable and non-sublicensable, meaning that you cannot transfer or sublicense them to anyone else. There are two exceptions:
- Employer or client. If you are purchasing on behalf of your employer or client, then your employer or client can use the content. In that case, you represent and warrant that you have full legal authority to bind your employer or client to the terms of this agreement. If you do not have that authority, then your employer or client may not use the content. The rights purchased may only belong to you or your employer/client, depending on who is named as the "Licensee" at the time of purchase. In other words, if you purchase a royalty-free image, only one of you (and not both) may re-use that image for multiple projects.

- Sharing and Storage Restrictions for RF Content. Please note that sharing and storage restrictions apply for royalty-free content. Up to 10 individuals (total, not at any given time) may use an item of content, and all individuals must be from the same legal entity, however you may make RF content available for viewing by any of your employees, clients and subcontractors. There are no restrictions on where each individual may store the content. The raw file of content may not be provided to anyone outside of your legal entity other than subcontractors. If you require content to be available to more than 10 users, please contact Getty Images to purchase rights for additional users. If you are downloading content under a committed solution (i.e., Premium Access), unless renewed prior to the end of your term, all sharing rights terminate at the end of the term and all content must be removed from your shared server, digital asset management system or other storage system and stored only on individual devices.
 - No Seat/User Restrictions for UltraPacks. If you purchase an UltraPack, sharing and storage restrictions do not apply and an unlimited number of users within the same legal entity may use licensed content.
 - Subcontractors. You may allow subcontractors (for example, your printer or mailing house) or distributors to use content in any production or distribution process related to your final project or end use. These subcontractors and distributors must agree to be bound by the terms of this agreement and may not use the content for any other purpose.
5. **User Accounts.** You will be responsible for tracking all activity for each user account, and you agree to: (a) maintain the security of all passwords and usernames; (b) notify Getty Images immediately of any unauthorized use or other breach of security; and (c) accept all responsibility for activity that occurs under each user account. Getty Images reserves the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If Getty Images determines that you are in breach of this or any other term of this agreement, it may suspend access to your account and seek further legal remedies.

6. Intellectual Property Rights.

- **Who owns the content?** All of the licensed content is owned by either Getty Images or its content suppliers. All rights not expressly granted in this agreement are reserved by Getty Images and the content suppliers. You may not assert any right to revenue from a collecting society, social media website, content sharing platform or any other third party in respect of photocopying, digital copying, sharing, distribution or other secondary uses of the licensed content.
- **Attribution.**

- **Do I need to include a photo credit?** You do not need to include a photo credit for commercial use, but if you are using content for editorial purposes, you must include a credit adjacent to the content or in production credits. The credit should be in the following form or as otherwise stipulated in the caption information accompanying the content on the Getty Images website: "[Photographer Name]/[Collection Name] via Getty Images"
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 - For content generated with the AI Generator, the Photographer Name included should be "Getty Images AI Generator."
 - **Can I use the Getty Images name or logo, or the name and logos of its content suppliers?** You may use the name of Getty Images and/or its content suppliers as necessary to give attribution, but you may not otherwise use their names, logos, or trademarks without prior written approval.
- 7. Fees and Renewal.** Upon expiration of the term, if your subscription is set to AUTOMATICALLY RENEW, you authorize Getty Images to charge or you agree to pay, the applicable subscription fees at the then applicable rate and taxes for the subscription according to your payment information on file. You may change your auto-renewal preferences in your Getty Images account. Your subscription may only be cancelled as set out in Section 8(b). Getty Images may deactivate your subscription without prior notice if Getty Images is unable to complete a transaction through the payment information provided by you.

8. Termination/Cancellation/Withdrawal.

- a. **Termination.** Getty Images may terminate this agreement at any time if you breach any of the terms of this or any other agreement with Getty Images, in which case you must immediately: cease using the content; delete or destroy any copies; and, if requested, confirm to Getty Images in writing that you have complied with these requirements.
- **Social Media Termination.** If you use the content on a social media platform or other third party website and the platform or website uses (or announces that it plans to use) the content for its own purpose or in a way that is contrary to this agreement, the rights granted for such use shall immediately terminate, and in that event,

upon Getty Images' request, you agree to remove any content from such platform or website.

b. Refunds/Cancellation.

- **A La Carte and UltraPack Orders.** For any a la carte or UltraPack orders, all requests for refunds/cancellations must be made in writing or using the cancellation function on the Getty Images' website. Provided that the request is made within 30 days and the licensed content has not been used, Getty Images may cancel the relevant order and issue a full refund to your account or credit card. No credits or refunds are available for cancellation requests received more than 30 days from your receipt of content, or for research, lab, service or subscription fees, all of which are non-refundable. In the event of cancellation, your rights to use the content terminate, and you must delete or destroy any copies of the content.
- **Subscriptions.** For any subscriptions you purchase, including any purchases of generations to the Getty Images AI Generator, you may not cancel the subscription before the end of the subscription, unless (i) local law requires us to give you the option to cancel; or (ii) you are located in the United Kingdom or EU and you decide to cancel within the 14 day withdrawal (cooling-off) period of your original purchase and have not downloaded or generated, as applicable, any content against the subscription during this period. To determine if local law requires you are entitled to such early cancellation, please make a request for cancellation in writing through our contact us email form. If you are not entitled to early cancellation and your subscription is set to auto-renew, you can simply turn it off at any time in your account settings to ensure your subscription does not roll over for another term at the end of the subscription.

c. Content Withdrawal. Getty Images may discontinue licensing any item of content at any time in its sole discretion. Upon notice from Getty Images, or upon your knowledge, that any content may be subject to a claim of infringement of a third party's right for which Getty Images may be liable, Getty Images may require you to immediately, and at your own expense: cease using the content, delete or destroy any copies; and ensure that your clients, distributors and/or employer do likewise. Getty Images will provide you with replacement content (determined by Getty Images in its reasonable commercial judgment) free of charge, subject to the other terms of this agreement.

9. Representations and Warranties. Getty Images makes the following representations and warranties:

- a. Warranty of Non-Infringement. For all licensed content (excluding content marked "access only" or "handout"), Getty Images warrants that your use of such content in accordance with this agreement and in the form delivered by Getty Images (that is, excluding any modifications, overlays or re-focusing done by you) will not infringe on any copyrights or moral rights of the content owner/creator.
- b. Additional Warranties for Certain Content.
- RF: For licensed royalty-free content (excluding content marked "editorial" or "intended for editorial"), Getty Images warrants that your use of such content (including audio where part of such video, unless otherwise notified or indicated) in accordance with this agreement and in the form delivered by Getty Images (that is, excluding any modifications, overlays or re-focusing done by you) will not infringe on any trademark or other intellectual property right, and will not violate any right of privacy or right of publicity.
 - RM/RR: For licensed rights-managed and rights-ready content where Getty Images specifically notifies you that a model and/or property release has been obtained, Getty Images warrants that your use of such content (excluding audio in such video) in accordance with this agreement and in the form delivered by Getty Images (that is, excluding any modifications, overlays or re-focusing done by you) will not, where a property release has been obtained, infringe on any trademark or other intellectual property right and/or will not, where a model release has been obtained, violate any right of privacy or right of publicity.
- c. Warranty Disclaimer. Unless specifically warranted above, Getty Images does not grant any right or make any warranty with regard to the use of names, people, trademarks, trade dress, logos, registered, unregistered or copyrighted audio, designs, works of art or architecture depicted or contained in the content. In such cases, you are solely responsible for determining whether release(s) is/are required in connection with your proposed use of the content, and you are solely responsible for obtaining such release(s). You acknowledge that no releases are generally obtained for content identified as "editorial" or "intended for editorial" and that some jurisdictions provide legal protection against a person's image, likeness or property being used for commercial purposes when they have not provided a release. You also acknowledge that organisers of sports, news and entertainment events sometimes impose contractual restrictions on commercial use of content captured at their events. You are also solely responsible for payment of any amounts that may be due under, and compliance with any other terms of, any applicable collective bargaining agreements as a result of your use of the licensed content.

- d. Caption/Metadata Disclaimer. While Getty Images has made reasonable efforts to correctly categorize, keyword, caption and title the content, Getty Images does not warrant the accuracy of such information, or of any metadata provided with the content.
- e. Cultural Assets – No Warranty. In some jurisdictions, the use of content depicting artwork, architecture or landscapes of cultural importance may be subject to additional authorization by and fees paid to the appropriate authorities. You will be solely responsible for obtaining such authorizations and remitting such fees. Getty Images disclaims all liability arising from the failure to do so.
- f. No Other Warranties. Except as provided in this section above, the content is provided "as is" without representation, warranty or condition of any kind, either express or implied, including, but not limited to, implied representations, warranties or conditions of merchantability, or fitness for a particular purpose. Getty Images does not represent or warrant that the content or its websites will meet your requirements or that use of the content or websites will be uninterrupted or error free.

10. Indemnification/Limitation of Liability.

- a. Indemnification of Getty Images by you. You agree to defend, indemnify and hold harmless Getty Images and its parent, subsidiaries, affiliates, and content suppliers, and each of their respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with (i) your use of any content outside the scope of this agreement; (ii) any breach or alleged breach by you (or anyone acting on your behalf) of any of the terms of this or any other agreement with Getty Images; and (iii) your failure to obtain any required release for your use of content.
- b. Indemnification of you by Getty Images. Provided that you are not in breach of this or any other agreement with Getty Images, and as your sole and exclusive remedy for any breach of the warranties set forth in Section 9 above, and for Music only, the "Additional Warranties" as expressly set forth in Section 5 of the Getty Images Music License Agreement, Getty Images agrees, subject to the terms of this Section 10, to defend, indemnify and hold harmless you, your corporate parent, subsidiaries and affiliates, and each of your respective officers, directors and employees from all damages, liabilities and expenses (including reasonable legal costs including attorney fees) arising out of or in connection with any breach or alleged breach by Getty Images of its warranties in Section 9 above and for Music only, the "Additional Warranties" as expressly set forth in Section 5 of the Getty Images Music License Agreement. This indemnification does not apply to the extent any damages, costs or losses arise out of or are

a result of modifications made by you to the content or the context in which the content is used by you. This indemnification also does not apply to your continued use of content following notice from Getty Images, or upon your knowledge, that the content is subject to a claim of infringement of a third party's right.

- c. Indemnification of you by Getty Images of AI Generated Content. For the sake of clarity, the indemnity set forth in Section 10(b) (and any limitations thereto) will apply to all content generated with the AI Generator, including content created using a reference image uploaded by you. Notwithstanding anything to the contrary in Section 10(b), all such content will be considered delivered to you by Getty Images with no modifications, regardless of how many re-generations or iterations of content you generate. Getty Images indemnification obligations do not apply to the extent the claim is a result of prompts or inputs (e.g., a reference image uploaded by you) that include the names, likeness of real people, trademark, trade dress, logos, works of art or architecture or other elements protected by third-party intellectual property rights that you do not have the right to use.
- d. The party seeking indemnification must promptly notify in writing the other party about the claim. The indemnifying party (the one covering the costs) has the right to assume the handling, settlement or defense of any claim or litigation. The indemnified party (the one not covering the costs) has to cooperate in any way reasonably requested by the indemnifying party. The indemnifying party will not be liable for legal costs including attorney fees and other costs incurred prior to the other party giving notice of the claim for which indemnity is sought.
- e. **Limitation of Liability. GETTY IMAGES AND ITS LICENSORS WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY LOST PROFITS, PUNITIVE, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER SIMILAR DAMAGES, COSTS OR LOSSES ARISING OUT OF THIS AGREEMENT, EVEN IF GETTY IMAGES OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, COSTS OR LOSSES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY.**

11. General Provisions.

- a. Generation Caps for AI Generator. To help safeguard your AI Generator account and to continue providing you with a commercially safe plan, a generous daily generations limit applies.
- b. Assignment. This agreement is personal to you and is not assignable by you without Getty Images' prior written consent. Getty Images may assign this agreement, without notice or consent, to any corporate affiliate or to any

successor in interest, provided that such entity agrees to be bound by these terms.

- c. Audit. Upon reasonable notice, you agree to provide to Getty Images sample copies of projects or end uses that contain licensed content, including by providing Getty Images with free of charge access to any pay-walled or otherwise restricted access website or platform where content is reproduced. In addition, upon reasonable notice, Getty Images may, at its discretion, either through its own employees or through a third party, audit your records directly related to this agreement and your use of licensed content in order to verify compliance with the terms of this agreement. If any audit reveals an underpayment by you to Getty Images of five percent (5%) or more of the amount you should have paid, then in addition to paying Getty Images the amount of the underpayment and any other remedies to which Getty Images is entitled, you also agree to reimburse Getty Images for the costs of conducting the audit.
- d. Electronic storage. You agree to retain the copyright symbol, the name of Getty Images, the content's identification number and any other information or metadata that may be embedded in the electronic file containing the original content, and to maintain appropriate security to protect the content from unauthorized use by third parties. You may make one (1) copy of the content for back-up purposes.
- e. Governing Law/Arbitration. This agreement will be governed by the laws of the State of New York, U.S.A., without reference to its laws relating to conflicts of law. Any disputes arising from or related to this agreement shall be finally settled by binding, confidential arbitration by a single arbitrator selected using the rules and procedures for arbitrator selection under i) if you are in North America: the JAMS' Expedited Procedures in its Comprehensive Arbitration Rules and Procedures ("JAMS"); or ii) if you are outside of North America: the International Centre for Dispute Resolution ("ICDR") or JAMS (the applicable rules to be at your discretion), in effect on the date of the commencement of arbitration to be held in one of the following jurisdictions (whichever is closest to you): New York, New York; London, England; Paris, France; Munich, Germany; Madrid, Spain; Milan, Italy; Sydney, Australia; Tokyo, Japan; or Singapore. The arbitration proceedings shall be conducted in English and all documentation shall be presented and filed in English. The decision of the arbitrator shall be final and binding on the parties, and judgment may be entered on the arbitration award and enforced by any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not govern this agreement. The prevailing party shall be entitled to recover its reasonable legal costs including attorney fees relating to that aspect of its claim or defense on which it

prevails, and any opposing costs awards shall be offset. Notwithstanding the foregoing, Getty Images shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against you in the event that, in the opinion of Getty Images, such action is necessary or desirable to protect Getty Images' intellectual property rights. The parties agree that, notwithstanding any otherwise applicable statute(s) of limitation, any arbitration proceeding shall be commenced within two years of the acts, events or occurrences giving rise to the claim.

- f. Severability. If one or more of the provisions in this agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions should not be affected. Such provisions should be revised only to the extent necessary to make them enforceable.
- g. Waiver. No action of either party, other than express written waiver, may be construed as a waiver of any provision of this agreement.
- h. Entire Agreement. No terms of conditions of this agreement may be added or deleted unless made in writing and accepted in writing by both parties, or issued electronically by Getty Images and accepted by you. In the event of any inconsistency between the terms of this agreement and the terms contained on any purchase order sent by you, the terms of this agreement will apply.
- i. Notice. All notices required to be sent to Getty Images under this agreement should be sent via email to legalnotice@gettyimages.com. All notices to you will be sent via email to the email set out in your account.
- j. Taxes. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes, withholding taxes, and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the licensed content.
- k. Interest on Overdue Invoices. If you fail to pay an invoice in full within the time specified, Getty Images may add a service charge of 1.5% per month, or such lesser amount as is allowed by law, on any unpaid balance until payment is received.
- l. Licensing Entity. The Getty Images licensing entity under this agreement is determined based on your billing address in accordance with the chart found here.

GETTY IMAGES MUSIC LICENSE AGREEMENT

LAST UPDATED: August 2024

The following are additional terms to your license agreement with Getty Images ("Agreement") that apply to Music and are hereby included as part of the Agreement. The term "content" in the Content License Agreement, which is part of the Agreement, shall also include "Music". By downloading Music from Getty Images, you accept the below additional terms and conditions to the Content License Agreement. All terms defined in the Agreement shall have the same meaning in these additional terms.

1. **What type of license does Getty Images offer for Music content?** Getty Images offers Music under a royalty-free licensing model.
2. **How can I use Music?** Subject to the rest of the terms of the Agreement, including all restrictions and limitations in these additional music terms, for Music, Getty Images grants you a direct, non-exclusive, Worldwide, and Perpetual right, inclusive of mechanical and performing rights to use, and Synchronize the Music in a Work, and to Copy and Broadcast the Work in Any and All Media, an unlimited number of times. You can Edit Music, provided that any such change (i) shall not alter the fundamental character of the portion of the Master being used, and (ii) shall not give rise to any ownership rights or claims, including copyright, on your part in or to the resultant edited recording or composition.

ADDITIONAL DEFINITIONS:

"Music" means sound recordings (the "**Masters**") and musical compositions, including lyrics, embodied on the Masters (the "**Compositions**") contained in the Music files that are licensed to you by Getty Images under the Agreement. **Work** means the production, program or other project in which the Music has been Synchronized. **Broadcast(er)**, meaning to cause or permit others (or one that causes or permits others) to cause the performance, telecast, broadcast, transmission, streaming, exhibition or distribution of the Work. **Copy**, meaning to duplicate or otherwise make copies of the Work solely for the purpose of Broadcasting the Work; **Synchronize**, meaning to couple and/or synchronize, arrange, record, re-record, transcribe, modify or edit the Music solely in timed relation with a permitted use in the Work. **Edit** means use by you of less than an entire piece of Music, including the editing, looping, enhancing or modifying of the Master.

3. **Additional Restrictions for Use of Music:**
 - a. **No Standalone Use.** You may not make the Music available, or sell, license or distribute the Work, in a way that is

intended to allow or invite a third party to download, extract, redistribute or access the Music as a standalone file or on a standalone basis, including that you may not exploit or otherwise make the Music available as part of a music listening experience, including where Music, on its own or as part of a compilation, is combined with accompanying visual/narrative elements that are of negligible importance (such as still image(s), panning motions or other limited animation/video/audio) or other uses where the Work is tantamount to using the Music on a standalone basis.

- b. No "Electronic Templates". You may not include the Music in an electronic template intended to be duplicated by third parties, including, without limitation, in a product or service that enables an end user to create soundtracks, in a system that resells products that include the Music, or in any "build-it-yourself" media tools;
- c. No "On Demand" Products. You may not use or display the Music on websites or in any other medium designed to induce or involving the sale, license or other distribution of "on demand" products (e.g., products in which Music is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, electronic greeting cards, voicemail greetings, ring tones, multi-media albums or presentations, or similar items.
- d. No "Audio Products". You may not use the Music to manufacture, distribute or sell any product in any format or media now known or hereafter devised, embodying Music alone or only with other music, including without limitation, compact discs (CDs), cassettes, phonograph records and digital transmissions of any kind ("**Audio Products**")
- e. No Separate Use of Titles, Lyrics or use in Themes. You may not use any Music as the theme song for a program or other production or to use the title or lyrics of any Music separately from the Music.
- f. No Use in Trademark or Logo. You shall not incorporate any Music into a logo, trademark or service mark.

4. Attribution:

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Terms of Service

Last updated March 31, 2024

These terms and conditions govern your use of Mapbox's services, unless you have an active executed order.

Welcome to the future of mapping! We're glad you're here.

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If you reside in Japan or if your principal place of business is in Japan, your access and use of Services is governed by the [Japan Terms of Service](#).

Signing up

- In order to use most Services, you must register for or authenticate into a Mapbox account. To use our Services through a Marketplace, you may additionally or alternatively be required to register for or authenticate into a separate account for that Marketplace. When you use our application program interfaces (APIs), including our SDK Registry/Downloads API, each request to an API must include one of your account's unique API keys.
- Please carefully guard the security of your account and monitor use of your API keys. You are responsible for all use of the Services under your account, whether or not authorized, including any use of your API keys. At our discretion, we may make limited exceptions

- You must be 18 years or older to use the Services. By registering as a user or providing personal information on the site, you represent that you are at least 18 years old.
- If you are entering into this agreement on behalf of your company or another legal entity, you represent that you have the authority to bind that entity to these Terms, in which case "you" will mean the entity you represent.
- If you are a United States government user or otherwise accessing or using any Mapbox service in a U.S. government capacity, these Terms are amended as set out in our [U.S. Government Terms of Service](#).

Our services

- Subject to these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable license and right to (i) incorporate the Services in Licensed Applications (as defined in the Product Terms), and (ii) make the Services as incorporated in Licensed Applications available to End Users (as defined in the Product Terms). Your right in (i) above includes the right to access and use the Services in a Licensed Application for non-production use (i.e., used solely for your internal development, evaluation, testing and demonstration and not in the course of any business operation, process or analysis) as long as your Licensed Application is not related to vehicle usage. Your right in (ii) above is conditional upon purchasing an additional license for a Licensed Application when required under these Terms.
- If your Licensed Application is related to business intelligence or analytics, sales performance management, cloud database management systems, or real estate, you must purchase a separate commercial license under an active order before accessing or using Services in your Licensed Application for any production use.
- If your Licensed Application is related to vehicle usage, you must purchase a separate development license for non-production use and a separate commercial license for production use under an active order before accessing or using Services in your application. For purposes of these Terms, vehicles include ground, aerial, manned and unmanned vehicles and vehicle usage includes (i) applications primarily intended for use within vehicles, or (ii) use in any vehicle system or component thereof (whether installed in a vehicle during manufacture or thereafter).

- We may choose to make available to you products and services that are in beta, being provided for internal evaluation or trial, or otherwise not generally available ("**Evaluation Products**"). By accessing such Evaluation Products, you agree to only use them for internal evaluation or testing purposes. Upon our written request, you shall immediately cease all use, and destroy all copies, of Evaluation Products, and you shall provide us with written certification of such deletion.

End Users and Notification

- You may not allow your End Users or other third parties to use the Services in any way that would be a violation of these Terms if done by you, and you agree to take reasonable efforts to prevent such use. You agree to promptly notify Mapbox in writing if you become aware of any misappropriation or unauthorized use of the Services.

Service Terms & Policies

- You will comply with these Terms, our [Product Terms](#), [Data Processing Addendum](#) (for data processed by Mapbox as a processor) and [Privacy Policy](#) (for data otherwise processed by Mapbox), which govern access and/or use of the Services.
- In addition to the requirements above, you agree to adhere to the policies posted on this site in conjunction with the Services, including accompanying documentation.
- All terms and policies referred to above are incorporated by reference into these Terms.

Charges and Payment

- You agree to pay all fees owed for your use of the Services, as calculated by our records and based on (i) our publicly available pricing, currently located at www.mapbox.com/pricing, if you use the Services directly through our site or (ii) the pricing included in the listing information accompanying the Services offered via a Marketplace if you transact for use of the Services through such Marketplace. All charges are non-refundable unless expressly prohibited by applicable law. We or a third party acting on our behalf or pursuant to our instructions ("**Payment Partner**") may invoice and charge you on a recurring basis for any amounts that you owe us, some of which may require advance payments.
- You acknowledge and agree that failure to use the current version of Mapbox SDKs may result in potentially different (and higher) fees

- Late payments may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. You will be responsible for all reasonable expenses (including attorneys' fees) incurred by us in collecting such delinquent amounts.
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- Our listed fees, whether on this site or accompanying our offering of the Services via a Marketplace, do not include taxes, and you agree to pay all sales/use, gross receipts, value-added, GST, personal property or other tax (including any interest and penalties) with respect to the transactions and payments under these Terms, other than taxes based on our net income, employees or real property. You agree to work with us and our Payment Partners to help us obtain any necessary withholding or royalty tax exemptions where applicable.
- Notwithstanding the foregoing, all payments made by you to us under these Terms, whether directly or through a Payment Partner, will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, you will pay such additional amounts as are necessary so that the net amount received by us after such deduction or withholding, will be equal to the full amount that we would have received if no deduction or withholding had been required. The payment of any taxes, charges or fees required to be deducted or withheld from payments due to us, and the filing of any information or tax returns with respect thereto, shall be your responsibility. Upon your reasonable request, we will provide you with any existing tax forms in our possession that would reduce or eliminate the amount of any such withholding or deduction for taxes.

Content and Data

Your content

- You retain ownership of all content that you contribute to the Services via Mapbox Studio, Mapbox Studio Classic, the Dataset

- Limited to the purposes of hosting Your Content so that we can provide the Services to you and, if you choose to make Your Content publicly available, making Your Content available for download and use by other users of the Services via the Mapbox Gallery, you hereby grant Mapbox a non-exclusive, worldwide, royalty-free, fully paid-up, transferable and sublicensable right and license to (and to engage service providers to) host, install, use, copy, cache, publish, display, distribute, modify, create derivative works, and store Your Content. This right and license enables Mapbox to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Mapbox these rights.
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- We're proud to have you as a customer. During the term of this agreement, you hereby grant us a worldwide, non-exclusive,

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- We don't want you to leave, but you may cancel at any time. However, we do not give pro-rated refunds if you cancel during the middle of a billing cycle.
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- We may change the features and functions of the Services, including APIs. It is your responsibility to ensure that calls or requests you make to the Services are compatible with our then-current APIs. We attempt to avoid changes to our APIs that are not backwards compatible, but such changes may occasionally be required. If that happens, we will use reasonable efforts to notify you prior to deploying the changes.

- You agree to indemnify and hold harmless Mapbox and its subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees, arising out of:
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exclusive right that is allegedly infringed;

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
 - Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Mapbox to locate the material;
 - Information reasonably sufficient to permit Mapbox to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
 - A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 - A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Please email your notification to the Legal Department at copyright@mapbox.com.

Additional terms

- You may not encourage others to violate these Terms, including by selling products or services that would violate these Terms if the products or services are used in their intended manner.
- You may not take any action that improperly decreases the fees that you owe us (e.g., create multiple accounts for the purpose of not exceeding the monthly free usage credits). In the event that we discover any such misuse, you agree that we may (in addition to all other remedies) charge you for all fees that you should have paid if you had not improperly used our Services.
- Upon written notice to you, we may (or may appoint a nationally recognized certified public accountant or independent auditor to) audit your use of the Services to ensure it is in compliance with these Terms. Any audit will be conducted during regular business hours, no more than once per 12-month period and upon at least 30 days' prior written notice (except where we have reasonable belief that a violation of these Terms has occurred or is occurring), and will not unreasonably interfere with your business activities. You will provide us with reasonable access to the relevant records and facilities.
- You shall not assign these Terms or any right, interest or benefit hereunder without the prior written consent of Mapbox, which may be withheld for any reason or no reason at all. Mapbox may assign (i) these Terms to an affiliate, (ii) these Terms or any right, interest or benefit hereunder to a third party in connection with a collection proceeding against you, and (iii) these Terms in their entirety to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business or assets to which these Terms relate. These Terms shall benefit Mapbox and its successors and assignees.
- These Terms are governed by and construed in accordance with the laws of New York, without giving effect to any principles of conflicts of law. Any action arising out of or relating to these Terms must be filed in the state or federal courts of New York, New York, USA, and you hereby consent and submit to the exclusive personal jurisdiction and venue of these courts for the purposes of litigating any such action.
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- You agree that no joint venture, partnership, employment, or agency relationship exists between you and Mapbox as a result of these Terms or your use of the Services. You further acknowledge no confidential, fiduciary, contractually implied, or other relationship is created between you and Mapbox other than pursuant to these Terms.



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Terms of Use

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- a. **From MapQuest to Customer.** MapQuest grants Customer a non-sublicensable, non-transferable, non-exclusive license to (i) access and use the MapQuest Service as permitted under the monthly purchased plan, (ii) to display MapQuest content on the Customer Sites (as defined below), and (iii) if provided by MapQuest, use the MapQuest Mobile Navigation SDK in accordance with the Documentation (as defined below) in conjunction with applications developed by Customer.
- b. **From Customer to MapQuest.** Customer grants MapQuest a revocable, sublicensable, non-exclusive, perpetual, limited license to reproduce, adapt, modify, translate and distribute any Customer Content that Customer submits to MapQuest via its use of the MapQuest Service subject to the terms of this Agreement.

2. Usage Requirements.

- a. **Added Functionality.** Customer must ensure the compatibility between any of its added functionality and the MapQuest Service, including all Upgrades (as defined below) or updates. MapQuest has no obligation to support any functionality added by Customer.
- b. **Access Codes.** Customer is responsible for the Access Code(s) (as defined below) it is assigned. Access Codes are the confidential property of MapQuest and may be changed by MapQuest at any time. Customer will, in addition to other remedies available to MapQuest, be responsible for all charges incurred in connection with unauthorized usage attributed to Customer Access Codes.
- c. **Approved Devices.** Customer must use the MapQuest Service only in conjunction with Approved Devices (as defined below).
- d. **Notices.** If Customer displays any Maps (as defined below) or Driving Directions (as defined below), Customer must display all copyright notices, terms links, attributions, marks and

disclaimers ("Notices") that are provided in conjunction with the MapQuest Service. If a Terms link is not provided, Customer shall include "Terms" in a clearly legible text on or next to the Results Page (as defined below) that hyperlinks to MapQuest's End-User (as defined below) terms and conditions currently located at, <https://hello.mapquest.com/terms-of-use/>, which may be modified from time to time. In addition, Customer must display the following:

- i. In conjunction with any Driving Directions: "Use of directions and maps is subject to the MapQuest Terms of Use. We make no guarantee of the accuracy of their content, road conditions or route usability. You assume all risk of use."
 - ii. For any Transaction (as defined below) in which Maps or Driving Directions are displayed to the End-User (as defined below) on a mobile device, Customer shall display on each Results Page, in addition to the text and links required above, a text line (or if technically feasible, a logo) showing "Powered by MapQuest," or such other text as MapQuest may designate.
 - iii. If a product is intended for use in an Approved Device with a screen size of less than 6 inches and displaying Notice is not commercially reasonable, Customer shall instead implement a commercially reasonable means of providing Notice in a manner acceptable to MapQuest such as on the splash start-up screen of a mobile device or providing the End-User (as defined below) terms, notices, links, attributions, marks and disclaimers immediately below the display or on a hyperlinked page.
 - iv. MapQuest logo on any Static Map in the same general size, location and manner as Customer's branding for such Static Map. If Customer does not insert Customer's branding onto the Static Map (as defined below), the MapQuest logo must be placed on the map image or in close proximity to the map image. In no event shall either logo be less than $\frac{3}{4}$ " inch in width (unless otherwise agreed to in advance by MapQuest in writing). In addition to the MapQuest logo, all copyright notices delivered by the MapQuest Service shall remain on the Static Map.
- e. **Non-Infringing Uses.** Customer shall not use the MapQuest Service in connection with any product or system which, alone or in combination with the MapQuest Service, infringes any third party's rights.
- f. **MapQuest Technology.** Customer shall protect the MapQuest Technology (as defined below), or any significant portion or derivative thereof, from downloading, copying or otherwise being accessed directly by End-Users (as defined below). The information delivered in connection with each Transaction is not permitted to include or reflect a significant portion of the MapQuest Technology or Data (as defined below).
- g. **Compliance.** Company shall comply with all laws and regulations that are applicable to its use of the MapQuest Service. In addition, Company shall include a link to its privacy policy on any Customer Sites, and Company shall be responsible for complying with its own privacy policy. If Customer is using the MapQuest Mobile Navigation SDK, Customer is responsible for providing adequate notice to its End-Users (as defined below) about the collection and usage of any Data that is collected via the MapQuest Mobile Navigation SDK.

3. Restrictions.

a. **General Restrictions.** Customer shall not:

- i. modify, reverse-engineer or decompile the source code of the MapQuest Service or create Derivative Works (as defined below) from the MapQuest Content;
- ii. charge End-Users (as defined below) a fee to access a MapQuest Service that would generally be freely available to users of MapQuest's consumer services;
- iii. use any MapQuest Service to compete with any MapQuest offerings or products (for example, by using MapQuest Maps and Directions on a website that as a whole primarily offers maps and directions and/or other location services);
- iv. use the MapQuest Service in a manner that is not authorized (for example, by permitting a third party other than a Permitted Sublicensee (as defined below) to access the MapQuest API).
- v. modify or obstruct any Notices intended to be displayed on the Maps or with Driving Directions;
- vi. store or cache any MapQuest Data; or
- vii. print satellite imagery or use satellite imagery in any video product.

b. **Vendor-Imposed Restrictions.** Based on the restrictions in effect as of the Effective Date, Customer shall not:

- i. use the MapQuest Service for Turn-by-Turn Navigation (as defined below) unless MapQuest is providing Customer with the Mobile Navigation SDK;
- ii. link, merge, or integrate the MapQuest Service or Data with any data or software governed by an Open Source License (as defined below) in such a way that would cause the MapQuest Service or Data to become subject to an Open Source License;
- iii. display house numbers derived from house number ranges to End-Users (as defined below) to except to identify correlating locations satisfying search queries of End-Users (as defined below);
- iv. display sign text attributes not in conjunction with a specific route for which driving directions and/or route guidance is provided to an End-User (as defined below);
- v. use the MapQuest Service for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices;
- vi. use Canadian postal codes without also generating a Map;
- vii. other than as expressly permitted in this Agreement, make any changes to the MapQuest Service, add any data to the Data, except that Customer may reformat or recompile the Data for use in Approved Devices, and add or associate features or attributes to the Data of a type not already included within the MapQuest Service. In no event shall Customer make any changes that in any manner materially reduce, impair, or otherwise negatively impact upon the accuracy, completeness, integrity, or safety of the Data;

- viii. submit or make available any Data to any online service where the applicable terms and conditions of such service would grant use rights to the owner, provider or any other third-party user of such service which extend beyond the scope of the license granted herein;
- ix. compile a database by using, extracting, or reutilizing, the Data in combination with any other database of Customer or any third party whether or not to check, compare or benchmark the Data against a MapQuest Competitor's (as defined below) database;
- x. Use, copy, or process the Data for the purpose of training, developing, enhancing, or fine-tuning any Generative AI Models (as defined below).
- xi. be a MapQuest Competitor.

c. **Traffic-Related Restrictions.** Customer must comply with the following restrictions in connection with its use of Traffic services:

- i. Traffic Data (as defined below) shall not be used by Customer (and/or Permitted Sublicensee(s)), with any computer application software not used in conjunction with the MapQuest Service licensed hereunder;
- ii. Customer may not modify Traffic Data (except with respect to format or display of the Traffic Data) or commingle with any traffic data other than as provided by MapQuest;
- iii. Customer shall not store any Traffic Data by any means;
- iv. Customer may not (and/or Permitted Sublicensee(s) may not) use Traffic Data for the purposes of: (i) Real-Time Navigation (as defined below); (ii) installed in-car devices or standalone portable navigation devices ("PNDs"); (iii) to offer an application whose primary purpose is the provision of real-time traffic information (but such real-time traffic information may be part of a broader application); (iv) to provide Traffic Data by any other means other than an Application Programming Interface ("API") or similar mechanism;
- v. Customer shall not sublicense the Traffic Data sets to any of the Data Traffic Competitors (as defined below).

d. **Geocoding.** Unless Extended Rights Geocoding license is included in Customer's monthly subscription with MapQuest, Customer may only use Standard Rights Geocodes (i.e., may only use Geocodes in conjunction with a MapQuest Map). Customer may not use the grant of Extended Rights Geocodes unless Customer has either signed up for the Business Enhanced or Business Plus Enhanced plans. Users who purchase the Business Enhanced or Business Plus Enhanced plans cannot downgrade or cancel the plan during the initial 6-month period. If Customer cancels its plan, geocoding results must be deleted upon cancellation of the Business Enhanced or Business Plus Enhanced plan.

4. Support.

- a. **Included Technical Services.** Subject to its compliance with this Agreement, Customer is entitled to the following technical support:
 - i. access to the MapQuest Developer Network (described below); and

ii. Technical Support

iii. Upgrades/Updates.

- b. **MapQuest Developer Network.** The MapQuest Developer Network provides current technical and other information about the MapQuest Service, including usage reports, and is available twenty-four (24) hours per day, seven (7) days per week, excluding maintenance or other scheduled downtime and excluding unanticipated periods of unavailability. Customer is responsible for managing who has access to the MapQuest Developer Network login associated with Customers account and any actions taken using Customers account.
- c. **Technical Support.** Customer has access to MapQuest forum and email technical support with no guarantees of return to service or any service level agreement.
- d. **Upgrades.** If MapQuest makes Upgrades generally available to commercial customers for production use and Customer has paid all Fees (as defined below) under this Agreement, such Upgrades shall be provided. MapQuest may from time-to-time update or modify the MapQuest Technology in its discretion with no notice. Once a major release is issued any legacy version shall be on an "AS-IS" and "AS AVAILABLE" basis without warranty or technical support services or service level commitment of any kind. Further, updates to MapQuest Technology shall only be available for the current major release. MapQuest may discontinue access to the MapQuest Service via any legacy product at any time without notice, and no refunds will be issued.
- e. **End-User and Sublicensee Technical Support.** Customer is solely responsible for furnishing technical and other support to Customer's End-Users (as defined below) and any Permitted Sublicensee.
- f. **Mobile Navigation SDK.** Customer is responsible for technical issues arising within the environment in which the MapQuest Mobile Navigation SDK has been integrated. The SLA does not apply to the MapQuest Mobile Navigation SDK.

5. Fees and Payment.

- a. **Fees.** Customer shall pay all applicable Fees (as defined below) committed to during the signup process. Customer agrees to have all Fees (as defined below) charged to the credit card provided by Customer. Plans are billed in monthly increments. When the customer cancels a plan any remaining days in the contract month are nonrefundable.
- b. **Payment.** License Fees are non-cancelable and nonrefundable. Fees (as defined below) are payable in full by credit card for the Initial Term and any Renewal Term.
- c. **Overage Fees.** Customer agrees to pay overage Fees (as defined below) if Transaction volume exceeds the allotted Transaction volume. At such time, Customer shall accrue overage Fees (as defined below) of \$0.0045 per billable Transaction ("Overage Fees"). Overage Fees are non-cancelable and non-refundable and shall be paid by Customer in full monthly.

6. **Publicity.** MapQuest may make factual references, including logo usage, subject to MapQuest's then-current logo usage guideline; to the existence of a business relationship between the

Parties which shall not require approval of Customer. Either Party may make statements as required by law without the consent of the other Party and in such event, the disclosing Party shall provide at least five (5) business days prior written notice of such disclosure (unless otherwise required by law).

7. Term and Termination.

- a. **Term.** Unless otherwise set forth in Customer's applicable order form, the initial term of this Agreement starts on the Effective Date and ends one month later (the "Initial Monthly Term"). This Agreement automatically renews for additional one month periods (each, a "Renewal Term") unless the Customer cancels this Agreement prior to the start of the next Renewal Term (or the end of the Initial Monthly Term, as applicable). The Initial Monthly Term and any Renewal Term(s) may be referred to as the "Term."
 - b. **Termination.** Except as otherwise expressly provided in this Agreement, MapQuest may terminate this Agreement (i) at any time if a material breach by the other Party remains uncured for fifteen (15) days after receipt of written notice from the non-breaching Party, (ii) immediately in the event Customer does not renew or upgrade the Monthly Plan if the monthly allotted transaction volume has been met and Customer has not renewed or upgraded the Monthly Plan prior to exceeding the transaction volume; and (iii) immediately following written notice if Customer ceases to do business in the normal course, becomes or is declared insolvent or bankrupt, is the subject of any proceeding related to its liquidation or insolvency (whether voluntary or involuntary) which is not dismissed within sixty (60) days or makes an assignment for the benefit of creditors.
 - c. **Termination as a Result of Acquisition.** If Customer is acquired or placed under the control or common control of an Acquiror and such Acquiror is a MapQuest Competitor, MapQuest, in its sole discretion, may terminate this Agreement at any point during the Term by providing thirty (30) days' prior written notice to Customer.
 - d. **Effect of Termination/Expiration.** Within five (5) business days after the termination or expiration of this Agreement, Customer (and any applicable Permitted Sublicensees) shall discontinue all use of the MapQuest Service, MapQuest Content, MapQuest Technology, Access Codes, Geocodes, Data and any other materials or data licensed or provided by MapQuest to Customer. At MapQuest's request, Customer shall immediately deliver to MapQuest or otherwise destroy or erase all intellectual property, software, media, and other tangible or intangible property belonging to MapQuest in Customer's possession or control, including all copies thereof; and certify in writing that Customer (and any applicable Permitted Sublicensees) has completed all of these actions.
8. **Suspension.** Without limiting any of MapQuest's other rights, in the event of a breach by Customer of any license rights, usage requirements or restrictions, MapQuest, at its discretion, may suspend Customer's access to the MapQuest Service during the period of the breach. MapQuest will use commercially reasonable efforts to notify Customer of any suspension of access to the MapQuest Service and will resume Customer's access when MapQuest reasonable determines that the breach has been cured. In addition, MapQuest may suspend a Customer's access to the MapQuest Service if Customer reaches its monthly Transaction Limits and Customer fails to renew or upgrade the Monthly Plan.

9. **Audit.** MapQuest shall have the right, upon giving at least thirty (30) days prior written notice to Customer, to have an independent third party ("Auditor"), appointed by MapQuest examine the relevant records of Customer to determine compliance by Customer with the terms and conditions of this Agreement ("Audit"). MapQuest may conduct an Audit of Customer no more than twice during each twelve (12) month period over the Term and for one year thereafter, during normal business hours. Once an Audit has been conducted for a period of time, any subsequent Audit shall not be made for the same period for which records have been inspected. The Customer will make available, in the required form and in the required manner, all information and documentation that the Auditor considers reasonably necessary for the proper performance of the Audit. MapQuest shall bear the cost of conducting the Audit unless the Audit reveals an underpayment. In such case, Customer shall be liable for reasonable fees and expenses in connection with the Audit.

10. Government Agencies.

a. **Generally.** If Customer is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the MapQuest Service, the construction that provides greater limitations on the Government's rights shall control. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the MapQuest Service is a trade secret and a proprietary commercial product and not subject to disclosure. The MapQuest Technology, MapQuest Data, and the MapQuest Service is a "commercial item" under FAR §2.101 and "commercial computer software documentation" under FAR §12.212 and DFARS §227-7202. Additionally, the contractor/manufacturer for some of the data provided is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. Some of the data is © 2006-201_ by TomTom.[PH11] ALL RIGHTS RESERVED. Any use, duplication, or disclosure of the MapQuest Technology or the MapQuest Service by the United States Government is governed solely by the terms of this Agreement. To the extent Customer (or any Permitted Sublicensee) enters into any agreement with the government which includes use of the MapQuest Technology or the MapQuest Service, Customer (or any Permitted Sublicensee) shall include a provision identifying the MapQuest Technology or MapQuest Service as a "commercial item" in accordance with this Section and further specify: "Any use, duplication, or disclosure of the MapQuest Technology and the MapQuest Service by the United States Government or its contractors is governed solely by the terms of MapQuest's standard commercial license. Any technical data that is not "commercial computer software" or "commercial computer software documentation" that is customarily provided with the MapQuest Technology or the MapQuest Service shall also be governed by the terms of MapQuest's standard commercial license pursuant to FAR §12.211."

b. 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 MapQuest Products (as

defined below), MapQuest Technology and MapQuest Data from public disclosure and to consider the Licensed Products 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 reproduction or use of the MapQuest Products, MapQuest Technology and MapQuest Data. In the event that such exemption is challenged under any such laws, this Agreement shall be considered breached and any and all right to retain any copies or to use of the MapQuest Products, MapQuest Technology and MapQuest Data shall be terminated and considered immediately null and void. Any copies of the MapQuest Products, MapQuest Technology and MapQuest Data held by Customer shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the MapQuest Products, MapQuest Technology and MapQuest Data shall immediately be destroyed.

11. Confidentiality. Each Party agrees that, during the Term and for a period of three (3) years thereafter, it shall not use or disclose any Confidential Information other than for purposes of this Agreement (and then only on a confidential basis satisfactory to the other Party). Each Party shall restrict knowledge of the other Party's Confidential Information to its respective employees who must have access to such Confidential Information for such Party to perform its obligations hereunder. Nothing in this Section shall prevent a Party (the "Receiving Party") from disclosing information which: (i) was or subsequently becomes part of the public domain through no fault or act of Customer; (ii) was independently developed by the Receiving Party without use of the other Party's Confidential Information; or (iii) is required to be disclosed by law or by order of a court or other governmental body (provided that the Receiving Party promptly notifies the other Party in writing and takes reasonable steps to limit or prevent such disclosure to the maximum extent permitted by law).

12. Representations, Warranties and Disclaimer.

a. **General.** Each Party represents and warrants that (i) it has the full corporate right, power and authority to enter into this Agreement; (ii) the execution of this Agreement and performance of its duties and obligations hereunder do not and will not violate any agreement to which it is a party or by which it is otherwise bound; and (iii) when executed and delivered by it, this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.

b. **MapQuest Service.** MapQuest warrants that, during the Term, the MapQuest Service shall perform substantially in accordance with the Documentation. As Customer's sole and exclusive remedy for a failure to comply with this warranty, and provided such non-compliance is reported to MapQuest in a timely manner, MapQuest will, in its sole discretion, either: (i) use commercially reasonable efforts to correct or develop a work-around to any verifiable errors so that the MapQuest Service complies with such warranty; or (ii) terminate this Agreement and provide Customer a pro-rated refund of any pre-paid fees for the then current month of the Term.

c. **Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, MAPQUEST DOES NOT WARRANT THAT (I) THE MAPQUEST SERVICE OR ANY RESULTS

OF THE MAPQUEST SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (II) CUSTOMER OR CUSTOMER'S END-USER'S OR PERMITTED SUBLICENSEE'S USE OF THE MAPQUEST SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR AVAILABLE AT ALL TIMES; (III) ANY INTERRUPTIONS OR ERRORS IDENTIFIED BY CUSTOMER CAN OR WILL BE CORRECTED; OR (IV) THE MAPQUEST SERVICE OR ANY RESULTS OF THE MAPQUEST SERVICE ARE ACCURATE, COMPLETE OR CORRECT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MAPQUEST SHALL HAVE NO OBLIGATION OR OTHER LIABILITY WITH REGARD TO ANY ERROR OR NON-COMPLIANCE WITH THE EXPRESS WARRANTY SET FORTH HEREIN THAT IS CAUSED, IN WHOLE OR IN PART, BY (A) MODIFICATIONS TO THE MAPQUEST SERVICE MADE BY CUSTOMER OR ANY THIRD-PARTY; (B) USE OF THE MAPQUEST SERVICE OTHER THAN AS DESCRIBED IN THE DOCUMENTATION; (C) HARDWARE, SOFTWARE OR OTHER PRODUCTS NOT PROVIDED BY MAPQUEST; OR (D) THE NEGLIGENCE, MISUSE OR IMPROPER USE OF THE MAPQUEST SERVICE BY CUSTOMER OR ANY THIRD PARTY.

13. Indemnification.

- a. **By MapQuest.** MapQuest shall indemnify, defend and hold harmless Customer from and against all damages, costs (including reasonable attorneys' fees) and other liabilities (collectively, "Damages") directly arising out of any claim or suit brought by a third party (each, a "Claim") alleging that the MapQuest Service (excluding Customer's User Interface and Customer's Results Pages) or any MapQuest Mark infringes a third party's duly-registered U.S. patent, copyright or trademark, provided that Customer (i) promptly notifies MapQuest of any such Claim (provided, however, that any failure to so notify MapQuest of such Claim shall relieve MapQuest of its obligations under this provision only to the extent, if any, that MapQuest suffers damages attributable to such failure); (ii) permits MapQuest to control the defense or settlement of such Claim, at MapQuest's expense; and (iii) provides MapQuest with reasonable assistance necessary for the defense or settlement of such Claim. Customer shall have the right, at Customer's cost, to be represented by counsel of Customer's choosing in connection with any such Claim. In the event that Customer is, or in MapQuest's reasonable judgment may be, the subject of any Claim, then MapQuest shall, in its sole discretion, do any of the following, as Customer's sole and exclusive remedy: (a) replace or modify the MapQuest Service or any portion thereof (but excluding Customer's User Interface) so that it is non-infringing; (b) obtain, at MapQuest's expense, a license for Customer to use the MapQuest Service (but excluding Customer's User Interface); or (c) terminate Customer's right to use the MapQuest Service and refund to Customer a pro-rated refund, calculated either monthly or by Baseline Transaction Threshold (as applicable), of Annual Fees paid for the then current year of the Term. MapQuest shall have no liability to indemnify, defend or hold harmless Customer to the extent the alleged infringement is based on: (v) a modification of the MapQuest Service by anyone other than MapQuest or a party acting under MapQuest's authority and direction; (w) use of a previous version of the MapQuest Service where the infringement could have been avoided by using the latest version, which has been made available by MapQuest to Customer; (x) use of the MapQuest Service other than in accordance with the Documentation or terms and conditions of this Agreement; (y) use of the MapQuest Service in combination with any software, data, or systems not provided by MapQuest; or (z) Customer's Sites, Customer's

User Interface or Customer's Points of Interest. This Section sets forth the sole and exclusive obligation of MapQuest with regard to any Claim of infringement with respect to the MapQuest Service and MapQuest Marks.

- b. **By Customer.** Customer shall indemnify, defend and hold harmless MapQuest and its Affiliates, and its and their officers, directors, employees and agent and employees from and against any Damages arising out of any Claim based in whole or in part upon (i) a modification of the MapQuest Service by Customer or anyone acting under Customer's direction or control (including any Permitted Sublicensees; (ii) use of the MapQuest Service in combination with any software, data or systems not provided by MapQuest to the extent that but for such combination, there would be no infringement; (iii) any infringement upon any third party's proprietary or intellectual property rights in connection with the use of a previous version of the MapQuest Service where the infringement could have been avoided by using the latest version; (iv) use of the MapQuest Service other than in accordance with the terms and conditions of this Agreement (including but not limited to improper or unauthorized sublicensee use); (v) any representations and warranties made by Customer or a sublicensee to any third party with respect to the MapQuest Service or any Maps and/or Driving Directions; (vi) any tax obligations (including interest and penalties imposed thereon) on the transactions contemplated herein, other than taxes based on MapQuest's net income or profits; (vii) the actual or alleged infringement by Customer's Points of Interest, Customer Results Pages, Customer's Marks, Customer's User Interface or Customer's Site(s) of any third party's intellectual property rights; provided that in each such circumstance MapQuest: (a) promptly notifies Customer of any such claim (provided, however, that any failure to so notify Customer of such claim shall relieve Customer of Customer's obligations under this provision only to the extent, if any, that Customer suffers damages attributable to such failure); (b) permits Customer to control the defense or settlement of such claim with counsel reasonable under the circumstances, at Customer's expense, and (c) provides Customer with all reasonable assistance necessary for the defense or settlement of such claim (at Customer's expense). MapQuest shall have the right, at its cost, to be represented by counsel of its choosing in connection with any such Claim against it.
- c. **Non-Assert.** Customer will not, and will use its best efforts to cause its Affiliates to not, assert any claims or rights, by commencing, or causing to be commenced, any action or proceeding that alleges infringement by MapQuest or any Other MapQuest Customers (as defined below) under any Customer MapQuest Patent Claims based in whole or in part on the use, making, having made, offering for sale, selling, importing, reproducing, modifying, distributing, displaying, performing, providing or otherwise transferring MapQuest Products. In addition, Customer grants to MapQuest and each Other MapQuest Customer under the Customer MapQuest Patent Claims immunity from suit for infringement based in whole or in part on the use, making, having made, offering for sale, selling, importing, modifying, reproducing, distributing, displaying, performing, providing or otherwise transferring MapQuest Products. This covenant will be binding on all successors in interest to, all transferees or assignees of and any exclusive licensee of any Customer MapQuest Patent Claims, or any rights granted in any Customer MapQuest Patent Claims. Customer agrees to inform all such successors in interest, transferees, assignees or licensees of such covenant and to obtain their written consent to be bound by such covenant. Customer does not by

this covenant waive its right to assert any claim against any Other MapQuest Customer for using any of Customer's intellectual property, other than any Customer MapQuest Patent Claims. Any Other MapQuest Customer that has agreed with MapQuest to the same or a similar covenant will be regarded as an intended third-party beneficiary of this covenant with the right to enforce this covenant.

14. Limitation on Liability.

a. Generally.

- i. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATED TO THIS AGREEMENT.
- ii. EXCEPT WITH RESPECT TO (i) CUSTOMER'S OR A SUBLICENSEE'S, BREACH OF ANY LICENSE GRANT OR RESTRICTION UNDER THIS AGREEMENT OR (ii) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, EACH PARTY AGREES THAT THE MAXIMUM LIABILITY OF ONE PARTY TO THE OTHER PARTY FOR ALL CLAIMS IN THE AGGREGATE ARISING IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO MAPQUEST UNDER THE PROVISIONS OF THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE THE NOTICE OF CLAIM IS FIRST RECEIVED, PROVIDED THAT EACH PARTY SHALL REMAIN LIABLE FOR THE AGGREGATE AMOUNT OF ANY PAYMENT OBLIGATIONS OWED TO THE OTHER PARTY UNDER THE PROVISIONS OF THIS AGREEMENT.

15. Miscellaneous.

- a. **Force Majeure.** Neither Party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any fire, flood, explosion, war, strikes, threatened strikes, stoppage of work, slowdowns, picketing, boycotts, embargoes, requirements imposed by governmental regulations, civil or military authorities, epidemics, pandemics, acts of God, internet slowdowns, shutdowns, or other forms of internet delay, or other causes that are beyond the reasonable control and without the fault or negligence of the Party unable to perform; provided that such Party gives reasonably prompt notice under the circumstances of such condition(s) to the other Party. Inability to meet financial obligations, however, shall not be considered a force majeure event.
- b. **Assignment.** Without the consent of MapQuest, Customer may assign this Agreement to an Acquiror of Customer, or allow this Agreement to be assumed by such Acquiror so long as: (a) Acquiror agrees to be fully bound by the terms and conditions set forth in this Agreement, (b) Acquiror has the financial and other resources necessary to fully perform Customer's obligations hereunder, and (c) Acquiror is not a MapQuest Competitor and does not control, is not controlled by or is not under common control with a MapQuest Competitor. Except as otherwise provided herein, Customer shall not assign, delegate or transfer this Agreement or any right, interest or benefit under this Agreement, or allow this Agreement to be assumed by any third party without the prior written consent of MapQuest

and any such assignment, delegation, transfer or assumption without MapQuest's prior consent shall be wholly void and invalid. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.

- c. **Applicable Law; Submission to Jurisdiction.** This Agreement shall be interpreted, construed and enforced in all respects in accordance with the law of the State of California, except for its conflicts of laws principles. Each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California, over any and all claims and any and all actions to enforce such claims or to recover damages or other relief in connection with such claims. Any claim by Customer against MapQuest must be initiated within one (1) year after it arose, or be barred.
- d. **Survival.** Any term or condition of this Agreement that by its nature would logically survive termination or expiration of this Agreement, including but not limited to licensing restrictions, protections of proprietary and confidential information, indemnifications, and limitations of liability, shall survive such termination or expiration.
- e. **Independent Contractors.** The Parties to this Agreement are independent contractors.
- f. **Notices.** Any notice, approval, or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered in person or, if to Customer, by email; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date, if sent by U.S. mail, return receipt requested, postage and charges prepaid. Each such notice shall be directed to the Party's address(es) set forth on this Agreement, or to such other address as a Party may designate in writing. Notices to Customer may be transmitted through email to the email address most recently designated by Customer. A copy of any notice sent to MapQuest shall be sent simultaneously to: General Counsel, System1 OpCo, LLC, 4235 Redwood Ave., Los Angeles, CA 90066.
- g. **No Waiver.** A failure or delay by either Party in enforcing any right or remedy under this Agreement shall not be construed as a waiver of such right or remedy or of any future exercise of such right or remedy.
- h. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements, understandings and communications with respect to such subject matter. Purchase orders may be issued for administrative convenience, but shall not modify or affect this Agreement.
- i. **Amendment.** No modification or amendment to this Agreement shall be effective unless in writing signed by both Parties.
- j. **Construction; Severability.** In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or if any such provision is held invalid by a court with jurisdiction over the Parties to this Agreement, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

k. **Equitable Remedies.** Customer acknowledges and agrees that monetary damages may be insufficient to compensate MapQuest for an actual or anticipated breach of this Agreement by Customer. MapQuest shall be entitled to seek equitable remedies, in addition to any other remedies available to MapQuest at law or hereunder.

l. **Changes to this Agreement.** MapQuest reserves the right to make changes to the terms of this Agreement at any time. When these changes are made, MapQuest will make a new copy of this Agreement at <https://developer.mapquest.com/legal> (or such other URL as MapQuest may designate). Customer acknowledges and agrees that if it use the MapQuest Service after the date on which this Agreement has changed, MapQuest will treat Customer's use as acceptance of the modified Agreement. If a modification is unacceptable to Customer, you cease using the MapQuest Service and cancel this Agreement as set forth in Section 7.

DEFINITIONS SCHEDULE

Definitions. The following capitalized terms are subject to the terms and conditions of the Agreement and shall have the meanings set forth below when used in this Agreement.

"Access Codes" means any ClientID(s) and Keycode(s) assigned to Customer to access the MapQuest Service.

"Acquiror" means any third party that acquires all or substantially all of the outstanding capital stock of a Party or a third party that purchases all or substantially all of the assets and on-going business of a Party.

"Additional Service(s)" means additional services licensed by MapQuest to Customer on the cover page and which may be further described in an attached schedule.

"Affiliate" means an entity that, directly or indirectly, controls, is controlled by, or is under common control with MapQuest or Customer, as the case may be, including any entity (i) in which a Party holds at least a fifty percent (50%) equity interest or (ii) which holds at least a fifty percent (50%) equity interest in a Party.

"Approved Device" means a portable multifunction consumer device (MCD) that is capable of receiving and transmitting voice and/or data via a cellular network or internet protocol or that may otherwise utilize one or more sensors, each of which is contained within the device. The primary function of such MCD may not be Map display, Routing or Turn-by-Turn Navigation. Approved Devices include, without limitation, mobile phone, smart phone, PC, laptop, tablet, game consoles, PDA and fitness products, but exclude personal PNDs and in-vehicle products.

"ClientID" or "AppKey" means the unique client identification code(s) provided to Customer by MapQuest necessary for access to the MapQuest Service.

"Confidential Information" means any information which is, or should be reasonably understood to be, confidential or proprietary to the disclosing Party, including, but not limited to, the terms of this Agreement, the MapQuest Service, any parts thereof, the Access Codes, technical processes and formulas, source codes, product designs, sales, cost and other

unpublished financial information, product and business plans, projections and marketing data, and Documentation.

"Coordinates" means the point of origin and/or point of destination data entered into fields on Customer's Sites or provided by Customer in order to generate the Results of the MapQuest Service.

"Customer Content" means any materials or Data submitted to MapQuest by Customer, Customer's Permitted Sublicensees or Customer's End-Users, including without limitation Data collected via the MapQuest Mobile Navigation SDK.

"Customer MapQuest Patent Claims" means any individual claims of any patents issued prior to or during the term of this Agreement throughout the world (i) based on any invention or discovery made or otherwise acquired by Customer or its Affiliates prior to or during the term of this Agreement or based on any patent application filed prior to or during the term of this Agreement, (ii) owned or controlled by Customer or its Affiliates prior to or during the term of this Agreement in the sense of having the right to transfer or grant licenses or sublicenses thereunder, and (iii) which are infringed, in whole or in part, in using, making, having made, offering for sale, selling, importing, reproducing, modifying, distributing, displaying, performing, providing or otherwise transferring MapQuest Products. Notwithstanding the foregoing, the term "Customer MapQuest Patent Claims" does not include any patent claims related to the use of Mapping Data and Mapping Functionality by Customer as authorized by this Agreement.

"Customer's Points of Interest" means business locations, facility locations or other locations owned, controlled or managed by Customer (or by any Permitted Sublicensee).

"Customer Results Page" means any World Wide Web or intranet pages (or any portion thereof), within any of Customer's Site(s), on which the Results of the MapQuest Service are displayed.

"Customer Site(s)" means those web sites or applications, whether in an Internet, Intranet, wireless, mobile or Extranet environment, as identified by Customer. In the event of a change, Customer shall update the Customer Sites by email to an address designated by MapQuest.

"Customer's User Interface" means the graphical user interfaces developed (or caused to be developed) by Customer.

"Data" means any text, graphics, audio, visual and or audio/visual material, applications, database content or other multimedia content, information and materials provided by MapQuest pursuant to this Agreement, including those relating to traffic, speed limits, road geometry and street names, routing attributes that enable turn-by-turn navigation on such road geometry, latitude and longitude of individual addresses and house number ranges, functional road classifications, speed category, road access restrictions and conditions, internal intersections links, maneuver, house number ranges and other map attributes.

"Data Traffic Competitors" means AirSage, Clear Channel, Navteq/Traffic.com, TomTom, TrafficCast, Trafficmaster, Westwood One/Smart Route Systems and Google, Microsoft, Yahoo ("Top Portals") and the Top Portals's successors-in-interest.

"Derivative Work" means any work which uses or is based upon the Data and/or a significant part of the Data, such as a revision, modification, translation, abridgment, condensation,

expansion, collection, compilation or any other form in which the Data may be adapted, transformed, extracted or reutilized or upon which a service may be based.

"Documentation" means the published user guides and manuals to the MapQuest Service generally available as of the Effective Date, and as updated from time to time.

"Directions" means visual, and/or textual representation of a Route and/or Location.

"Driving Directions" means visual, audio and/or textual representation of a Route. This includes any one or more of the following: (i) graphical point-to-point routes, which may in turn be represented on Maps; (ii) any text or data based point-to-point routes; (iii) drive times; (iv) driving distances; and (v) except for Customer's Points of Interest, any data set forth or contained in any of the foregoing (each as MapQuest makes generally available and as generated by the MapQuest Service). For purposes of clarification, each Map used to display a graphical point-to-point route or otherwise used or displayed in conjunction with a Driving Direction Transaction shall constitute a separate Map Transaction.

"Driving Directions Transaction" means the serving of any Driving Directions to Customer.

"End-User" means any entity or person who receives, uses a copy of or in any other way is granted access to the MapQuest Data, MapQuest Products, MapQuest Technology or the information contained therein for its own internal use.

"Excess Transaction" means any transactions that exceed an Included Transaction threshold.

"Fees" means the amount set forth on Customer's applicable order Form (as amended or updated). All Fees provided on the applicable order form and payments shall be made by Customer in U.S. dollars.

"Generative AI Models" means generative artificial intelligence models, including but not limited to large language models, generative pre-trained transformers, recurrent neural networks, or other machine learning models or systems that are designed to process, understand, and generate output based on a comprehensive understanding of natural language or other structured and unstructured data sets.

"Geocode(s)" means the latitude/longitude coordinates of a location.

"Geocoding" means using the MapQuest Service to assign latitude/longitude coordinates to an address or an address to a latitude/longitude coordinate.

"Geocoding Transaction" means the serving of any Geocode to Customer.

"Keycode" means Customer's unique identifier used to access the MapQuest Service; a Keycode may include Customer's ClientID(s), license expiration date and the License Functionality Customer has licensed.

"Location" means a point such as a longitude/latitude coordinate used to represent a physical location.

"Map" or **"Maps"** means (except Customer's Points of Interest) the visual rendering of geographic location(s), which may or may not display as an overlay the graphical depiction of a point, a point to point route(s) resulting from a Driving Direction Transaction or a polygon(s).

"MapQuest Access Method" means the proprietary set of access methods and application programming interfaces, provided either in object code form or via an http interface used in conjunction with the MapQuest Service.

"MapQuest Competitor" means any entity, site, service or provider offering one or more of the following: mapping, routing, driving directions, traffic alerts, and/or related content or services. This specifically includes Google, Inc. and HERE (Nokia Location and Commerce Division).

"MapQuest Intellectual Property" means, without limitation, the MapQuest Technology, MapQuest Data, Service Material, MapQuest Marks, Access Codes, MapQuest Access Method, Results of the MapQuest Service, and all other items and information provided by MapQuest pursuant to this Agreement, in and to which MapQuest expressly retains all right, title, and interest.

"MapQuest Marks" means trademarks and logos used by MapQuest and any other third-party trademarks and logos included in the MapQuest Service.

"MapQuest Mobile Navigation SDK" means the software developer's kit provided by MapQuest for integration into Customer applications.

"MapQuest Product" means any MapQuest related product, software or service provided by MapQuest to other MapQuest Customers that uses, incorporates or is read upon by any of MapQuest's intellectual property (including without limitation patents and works of authorship). MapQuest products include, without limitation, the MapQuest Service and MapQuest Technology, the use of mapping applications on internet webpages, the billing of End-Users for such applications, and the other elements and components of MapQuest and the MapQuest system. MapQuest Products do not include applications developed and used by Customer in accordance with this Agreement.

"MapQuest Service" means collectively the MapQuest Technology, Service Material, MapQuest Access Method and the Results of the MapQuest Service.

"MapQuest Technical Resource Center" means the MapQuest web pages provided to Customer for technical support, Service Material and other useful documentation.

"MapQuest Technology" means the software, MapQuest Access Method, raw data, protocols and other technology owned or licensed by MapQuest from third parties and made generally available for use with the MapQuest Service.

"Map Transaction" means each of (a) the initial serving of any Map, including each individual Map accompanying Driving Directions (each constituting a separate Map Transaction), (b) any alteration to the zoom level of a Map, or (c) any serving of a different Map Type for the same or different location.

"Map Type" means (a) Standard (static graphical) Maps; or the following Maps that have "drag and pan" capability, (b) Imaged Maps (aerial or satellite imagery), (c) Hybrid (an Imaged Map overlaying a Tiled Map), or (d) Tiled (graphical) Maps.

"Navigation" means the ability to follow a calculated Route based on the real-time graphic location of an asset, including the ability to re-Route when the asset deviates from the calculated Route.

"Open Source License" means any license applicable to software, data or any libraries or code which conforms with the definition published by the Open Source Initiative from time to time as set out under the following link <https://www.opensource.org> and which, include, without limitation, the following licenses: (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Creative Commons Attribution-ShareAlike license ("CCL"); (e) the Open Database License (ODbL); and (f) the Apache License.

"Other MapQuest Customers" means any customers of MapQuest that have agreed to a covenant the same or substantially similar to the terms of the Non-Assert covenant set forth above and each of their Affiliates.

"Party" or "Parties" means MapQuest and Customer.

"Permitted Subcontractor" means any independent contractor or consultant performing work on behalf of Customer relating to Customer's permitted uses set forth in this Agreement, provided that (i) Customer and the independent contractor/consultant enter into a legally-binding agreement including non-use and non-disclosure provisions at least as restrictive as those set forth in this Agreement, (ii) the independent contractor/consultant agrees in writing to return any Service Materials to Customer no later than the termination of this Agreement and certifies to Customer that all of the MapQuest's property have been removed from the independent contractor's systems, and (iii) the independent contractor/consultant is not a MapQuest Competitor.

"Permitted Sublicensee" means a sublicensee of Customer that is authorized to use the MapQuest Service according the terms of this Agreement.

"Real-Time Navigation" means utilizing a geographic location sensor to determine location and provide contemporaneous turn-by-turn instructions as the End-User progresses down a route.

"Results of the MapQuest Service" means the output of the MapQuest Service (i.e. Maps, Driving Directions, etc.) that Customer receives when Customer generates a Transaction.

"Results Page" means a page or screen on which any Results of the MapQuest Service are displayed.

"Route" means a logical means of progression from one Location to another.

"Routing" means the calculation of a path between two (2) or more points, including the generation of that path (a highlighted polyline that can be shown on the map) and and/or textual directions. This calculation can use the real-time geographic position of an asset as a starting point for a route but cannot allow for Navigation functionality.

"Search" means use of the MapQuest Access Method to connect to the MapQuest-hosted database of Customer's Points of Interest, and to incorporate Customer's Points of Interest with the Results of the MapQuest Service.

"Service Material" means templated web pages, graphics (i.e., clip art, navigation bars, etc.), sample code and related Documentation, furnished by MapQuest to Customer for the sole purpose of developing and maintaining Customer's User Interface.

"Static Map" means an uneditable static display of a Map distributed or displayed by electronic means and where (i) such Map displays a geographic area no larger than reasonable for the intended purpose, and (ii) there is no zoom or pan functionality permitted. For avoidance of doubt, each instance of a Static Map posted online or otherwise distributed shall count as a separate Static Map for purposes of reporting and calculating Fees.

"Traffic Data" means traffic related data sets that are owned by MapQuest and/or licensed by MapQuest from a third-party data provider.

"Transaction" means each Map Transaction, Driving Direction Transaction, Geocoding Transaction or any other transaction generated by the MapQuest Service for Customer.

"Tracking" means determining the location and/or status of a mobile asset.

"Turn-by-Turn Navigation" means directions that step through each turn in a Route generating an itinerary. Turn-by-Turn Navigation will allow for the delivery of an itinerary(s) for single, or multiple Route(s) through voice and/or audio prompting, Map Display and Directions.

"Upgrades" means all revisions and/or bug fixes to the MapQuest Service excluding discrete applications, new products and plug-ins that provide significantly different or additional functionality.

"User Interface" means the means by which the user and an Approved Device interact.

SUBLICENSING AUTHORIZATION SCHEDULE

The following provisions shall apply if Sublicensing is included in the Agreement:

1. If Customer has the right to sublicense the Service Materials to allow third parties to create additional MapQuest Results Pages on additional World Wide Web pages or mobile applications on Approved Device(s) (each deemed an "Additional Site" with all such Additional Sites to be treated as Customer's Sites for purposes of this Agreement) to provide access to the MapQuest Service, MapQuest grants to Customer the right to sublicense the licenses granted to Customer under the Agreement to a third party ("Permitted Sublicensee") provided that the following conditions are met:
 - 1.1 Permitted Sublicensees must agree to be bound by terms and conditions that are at least as restrictive this Agreement.
 - 1.2 The term of any agreement between Customer and any Permitted Sublicensee for use of the Service Material shall be no longer than the term of this Agreement. Permitted Sublicensees shall be advised that they must destroy all copies upon the termination expiration of this Agreement.
 - 1.3 Permitted Sublicensee's use of MapQuest Service shall count towards Customer's Included Transactions, Excess Transactions and licensed Additional Services transactions. If Customer's and its Permitted Sublicensees exceed the number of Customer's Included Transactions, Customer will be charged at the Excess Transaction rate without notice. All Additional Services Transactions will be billed at the rates listed.

- 1.4 Permitted Sublicensee's use of the MapQuest Service shall be exclusively through use of Customer's Access Codes or through the use of Access Codes that MapQuest may opt to issue to Customer for use by Permitted Sublicensees. Permitted Sublicensees shall treat Access Codes as Confidential Information.
- 1.5 Permitted Sublicensees may not further sublicense, distribute, commercialize or otherwise make the MapQuest Service available on a commercial basis to any third party and any act or omission contrary to this provision shall be a material violation of this Agreement.
2. The Service Material and access to the MapQuest Service will only be used by Permitted Sublicensees at Additional Site(s) expressly listed in this Agreement (and as may be amended from time to time as Permitted Sublicensees are added or removed).
3. Customer shall (i) provide MapQuest with a written report that identifies each Permitted Sublicensee and (ii) update the list of Permitted Sublicensees on a regular basis (no less frequently than monthly) such that MapQuest is in possession of a current list of all Sublicensees throughout the Term.
4. Customer shall promptly notify MapQuest in writing if Customer becomes aware of any violation by third parties, including Permitted Sublicensee(s) or of any misappropriation, unauthorized use or public disclosure of the Data, the MapQuest Product or the MapQuest Service.
5. During the Term and for a period of not less than three (3) years after the Term, Customer shall maintain accurate records setting forth the name, address, and contact information for all Permitted Sublicensees, as well as the contract and contract duration for any such Permitted Sublicensee agreement, invoices, correspondence and all other pertinent records.
6. If MapQuest determines that unauthorized third parties are accessing the MapQuest Service through Customer's Access Codes, Customer shall be responsible for all charges incurred with such usage.
7. MapQuest Services Holdings, LLC and TomTom North America, Inc. shall each be a direct and intended third-party beneficiary of any agreement between Customer and Permitted Sublicensee(s).
8. MapQuest has the right to discontinue any Permitted Sublicensee's access to the MapQuest Service at any time without notice or cause.
9. Sublicensing is provided in consideration of Customer's payment of the Sublicensing Fees and other Fees specified in the Agreement.

ASSET TRACKING SCHEDULE

The following provisions shall apply if Asset Tracking is included in the Agreement:

1. Definitions.

"Automatic Asset Location and Driving Direction Transaction" means any one or more of (i) text or voice driving directions from multiple points of origin constituting or representing

sensor-generated Tracked Asset locations (e.g., GPS or triangulation) to multiple destinations directly or through one or more waypoints, (ii) the travel time or distance for any portion of such routes, and (iii) Maps or Driving Directions (which may include coordinate values for each origin, destination and waypoint, any of which values may be a latitude or longitude coordinate, to identify the Tracked Asset locations on the Maps or Driving Directions).

"Automatic Asset Location Transaction" means, with respect to the Tracked Assets of an End-User, a single raster image depicting multiple sensor-generated asset locations (e.g., GPS or triangulation) on a Map, and may also include coordinate values for each location, any of which values may be a latitude or longitude coordinate, to identify the Tracked Asset's location on a Map or along a route displayed on a Map.

"Real Time" shall mean the process of automatically finding or updating the current geographic location of a Tracked Asset via a sensor without End-User input.

"Tracked Asset" means a specifically identified vehicle or other equipment or property for which Customer is authorized to perform Tracking Transactions.

"Tracking Transaction" means an Automatic Asset Location Transaction or Automatic Asset Location and Driving Direction Transaction.

2. **Asset Tracking License Grant.** MapQuest hereby grants to Customer during the Term, a non-exclusive, non-transferable (without a right to sublicense unless otherwise provided for in the Agreement), limited right and license to perform Tracking Transactions for Tracked Assets solely in furtherance of Customer's business operations.
3. **Reporting.** At least monthly, Customer shall provide MapQuest with a listing of individual Tracked Assets capable of being tracked using the MapQuest Service at any time during the prior month, regardless of the duration of such tracking, and a suitable method of identifying such Tracked Asset (e.g., a VIN number). If Driving Directions capability is licensed, the report shall also specify which Tracked Assets are eligible for Driving Directions (determined on an Asset-by-Asset basis). This report does not need to be updated so long as the list of Tracked Assets and any Driving Directions capability associated with each Tracked Asset remain unchanged. If Customer exceeds the Baseline Tracked Asset Transaction Threshold or substitute one or more Tracked Assets for different Tracked Assets (which are hereby deemed additional Tracked Assets) or changes the Tracked Assets that are eligible for any Driving Directions capability, then Customer shall provide an updated report by the fifteenth (15th) day of the month following such occurrence.
4. **Asset Tracking Fees.** Asset Tracking is provided in consideration of Customer's payment of the Asset Tracking Fees and other Fees specified in the Agreement.

MOBILE NAVIGATION SDK SCHEDULE

The following provisions shall apply if the MOBILE NAV SDK is used by Customer:

1. **Mobile Nav SDK License Grant.** MapQuest hereby grants to Customer during the Term, a non-exclusive, non-transferable (without a right to sublicense unless otherwise provided for in the

Agreement), limited right and license to integrate the Mobile Nav SDK into Customer's mobile applications ("Customer Apps") and to use the Mobile Nav SDK platform solely in furtherance of Customer's business operations and solely in accordance with the terms of this Agreement, including this Schedule, and in accordance with the Documentation. The rights granted in this Section may not be exercised outside of the United States, and Customer will take affirmative steps to ensure that Customer Apps cannot be used outside of the United States.

2. **Reporting.** At the request of MapQuest, Customer shall provide MapQuest with a list of Customer Apps that integrate the Mobile Nav SDK.
3. **Ownership of Mobile Nav SDK Data; License.** MapQuest will own all Data of end-users via the Mobile Nav SDK ("Mobile Nav SDK Data"). MapQuest hereby grants to Customer a perpetual, worldwide, royalty-free license to reproduce, create derivative works based on, distribute and otherwise use the Mobile Nav SDK Data.
4. **Opt-in Consent.** CUSTOMER MUST ENSURE THAT ALL END-USERS PROVIDE OPT-IN CONSENT TO THE COLLECTION AND SHARING OF THEIR PRECISE LOCATION INFORMATION. CUSTOMER MUST ENSURE THAT THE OPT-IN NOTICE STATES EXPLICITLY THAT LOCATION INFORMATION AND OTHER PERSONAL INFORMATION MAY BE SHARED WITH THIRD PARTIES. IN ADDITION, CUSTOMER WILL INCLUDE A CONSPICUOUS MECHANISM THAT ENABLES END-USERS TO OPT-OUT OF COLLECTION AND SHARING OF PRECISE LOCATION INFORMATION. Personal Data Sourced from within the Territory of the European Union. Consistent with the European Union's General Data Protection Regulation ("GDPR"), done at Brussels on April 27, 2016, and which applies from May 25, 2018, Customer shall not collect personal data from within the territory of the European Union on or after May 25, 2018. MapQuest is furthermore not obligated, at any point on or after May 25, 2018, to furnish Customer with any data in any other form that comprises or includes personal data that was collected from within the territory of the European Union, regardless of its date of collection.
5. **Additional Representations and Warranties.** In addition to the representations and warranties set forth in Section 9 of the Agreement, Customer further represents and warrants that:
 - a. It will comply with all Relevant Privacy Requirements. The term "Relevant Privacy Requirements" shall mean, for purposes of this Agreement, all (i) applicable self-regulatory policies, laws, governmental regulations and court or government agency orders, decrees and policies relating in any manner to the collection, use or dissemination of information from or about users (including with respect to Customer's employees and/or contractors if employees and/or contractors are End-Users), user traffic or otherwise relating to privacy rights or with respect to the sending of marketing and advertising communications; (ii) any written agreements Customer may have with non-governmental certification or self-regulatory bodies; and (iii) Customer's posted privacy policy. Any Customer Apps will contain a prominent link to the Customer privacy policy, which shall comply with all Relevant Privacy Requirements.
 - b. Customer has provided, and will provide, all required notices and has obtained, and will obtain, any and all consents or permissions necessary under Relevant Privacy Requirements, including, without limitation, all necessary and valid consents from individual

End-Users to provide data to MapQuest and to authorize MapQuest's use of such data as provided for herein.

- c. Customer is in compliance with the Children's Online Privacy Protection Act of 1998 ("COPPA") and amendments thereto and shall (1) comply with COPPA; (2) designate to MapQuest all Customer Apps as having children's or non-children's content; (3) designate to MapQuest if any of the Customer Apps or Sites knowingly collect any personal information as defined by COPPA from children under the age of thirteen (13); and (4) promptly notify MapQuest in the event that any Customer Apps or Sites become covered by COPPA or if Customer's policy on data collection, use or disclosure from children under the age of thirteen (13) changes.
 - d. Customer will require all of its Customer Apps that integrate the Mobile Nav SDK to clearly and conspicuously post notice to Customer's End-Users, which notice shall: (i) describe the types of information collected by third parties; (ii) explain how, and for what purpose, data collected will be used or transferred to third parties; and (iii) provide a clear and conspicuous opt-out mechanism that allows an End-User to exercise choice to disallow the use of data in connection with interest-based advertising (an "Opt-Out Mechanism"). The relevant Opt-Out Mechanism should be provided in accordance with the Relevant Privacy Requirements.
 - e. It acknowledges that MapQuest may, to the extent it deems appropriate, collect and compile certain information generated in connection with use of the Mobile Nav SDK. Without limiting the foregoing, MapQuest may use and disclose such information (i) for MapQuest's business purposes that may be subsequently provided to MapQuest's customers, potential customers and/or disclosed to the general public; (ii) if required by any court order, law, or governmental agency; and (iii) for other MapQuest business purposes.
6. **Additional Limitation on Liability.** In addition to the limitation on liability set forth in Section 11 of the Agreement, Customer acknowledges that MapQuest will have no liability for any claims relating to the use of any Customer Apps, including without limitation any claims from any End-Users that information was collected, shared or otherwise used in violation of any end End-User's rights.
7. **Additional Indemnification Obligations.** In addition to Customer's indemnification obligations set forth in Section 10 of the Agreement, Customer shall indemnify, defend and hold harmless MapQuest and its Affiliates, and its and their officers, directors, employees and agent and employees from and against any Damages arising out of any Claim based in whole or in part upon (i) Customer's breach or alleged breach of any of its representations or warranties or covenants set forth in this Schedule or (ii) the use of any Customer Apps, including without limitation any claims from any End-Users that information was collected, shared or otherwise used in violation of any end End-User's rights.



Developer

MapQuest provides advanced tools for maps and location services that help businesses improve how they work, connect with customers, and create a great user experience, regardless of their size.

Services

APIs

Geocoding API

Directions API

Icons API

Static Map API

Search API

Search Ahead API

Data Manager API

Place Search API

Traffic API

WEB SDKs

Mapquest.js

PlaceSearch.js

TOOLS

Lat/Lng Finder

Link to MapQuest

Resources

Pricing & Plans

Documentation

FAQ

Company

About

Blog

Jobs

Contact Us

Contact sales

sales@mapquest.com

Manage a fleet?

Check out RoadWarrior








25PSX0187_Tyler Technologies PA_For Signature

Final Audit Report

2026-03-12

Created:	2026-03-12
By:	Kami Horine (kami.horine@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAop-mYHYWzByMyU_Ei5gXeJXF7XRfp9QG

"25PSX0187_Tyler Technologies PA_For Signature" History

-  Document created by Kami Horine (kami.horine@tylertech.com)
2026-03-12 - 6:12:40 PM GMT- IP address: 163.116.247.44
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2026-03-12 - 6:14:50 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2026-03-12 - 6:19:32 PM GMT- IP address: 24.27.97.211
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2026-03-12 - 6:20:31 PM GMT - Time Source: server- IP address: 24.27.97.211
-  Agreement completed.
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