

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 14, 2009

**CHANGE NOTICE NO. 9**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>  <a href="mailto:Doug.Andrews@polk.com">Doug.Andrews@polk.com</a>	TELEPHONE <b>Doug Andrews</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 <b>Steve Motz</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>September 30, 2010</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective immediately, this contract is EXTENDED 1 year to September 30, 2010, and increased by \$196,000.00.

**Overview of Contract Option Exercised (Change Notice 9)**

<input checked="" type="checkbox"/>	Option 3	(10/1/09 – 9/30/10)
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All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per MDOS request, Ad Board Approval 7/21/09 and Vendor concurrence.

**INCREASE: \$196,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,783,910.00**



26955 Northwestern Highway  
Southfield, Michigan 48033 USA  
(248) 728-7000

June 15, 2007

**Delivered via Email**

Kirk Forbes  
Manager – Direct Services Section  
Michigan Department of State  
Office of Customer Services  
7054 Crowner Drive  
Lansing, MI 48918

Dear Kirk,

This letter is to confirm the availability of annual extensions of your COVERS license. These extensions, if executed by the State of Michigan, will allow for continued maintenance and licensing of the current COVERS IRP system until December 31, 2010.

As is the normal course of business, Polk and the State will execute annual extensions, if required, at least 30 days prior to the existing extension's end date, typically September 30. Each annual extension will continue to be at the existing price of \$196,000.00.

Sincerely,

Doug Andrews  
Business Development Manager  
COVERS Suite

**Acknowledgement and Acceptance**

State of Michigan

Signature: 

Title: CSA Director

Date: 6-19-07

RECEIVED

JUN 20 2007

FINANCIAL SERVICES DIV.  
ADMINISTRATION





26955 Northwestern Highway  
Southfield, Michigan 48033 USA  
(248) 728-7000

June 15, 2007

**Delivered via Email**

Kirk Forbes  
Manager – Direct Services Section  
Michigan Department of State  
Office of Customer Services  
7054 Crowner Drive  
Lansing, MI 48918

Dear Kirk,

This letter is to confirm the availability of annual extensions of your COVERS license. These extensions, if executed by the State of Michigan, will allow for continued maintenance and licensing of the current COVERS IRP system until December 31, 2010.

As is the normal course of business, Polk and the State will execute annual extensions, if required, at least 30 days prior to the existing extension's end date, typically September 30. Each annual extension will continue to be at the existing price of \$196,000.00.

Sincerely,

Doug Andrews  
Business Development Manager  
COVERS Suite

**Acknowledgement and Acceptance**

State of Michigan

Signature: 

Title: CSA Director

Date: 6-19-07

RECEIVED

JUN 20 2007

FINANCIAL SERVICES DIV.  
ADMINISTRATION

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 5, 2007

**CHANGE NOTICE NO. 7 REVISED**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>  <a href="mailto:Doug_Andrews@polk.com">Doug_Andrews@polk.com</a>	TELEPHONE <b>Doug Andrews</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 <b>Steve Motz</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>September 30, 2008</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective immediately, this contract is **EXTENDED 10 months to September 30, 2008**, and increased by \$196,000.00 per the attached vendor letter.

The following additional optional extensions are included.

**Overview of Contract Options**

	<b>Option 1</b>	<b>(10/1/08 – 9/30/09)</b>
	<b>Option 2</b>	<b>(10/1/09 – 9/30/10)</b>

All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

MDOS/DMB request, Ad Board Approval 10/16/07 and Vendor concurrence.

**INCREASE: \$196,000.00**

**TOTAL REVISED CONTRACT VALUE: \$1,391,910.00**



26955 Northwestern Highway  
Southfield, Michigan 48033 USA  
(248) 728-7000

June 15, 2007

**Delivered via Email**

Kirk Forbes  
Manager – Direct Services Section  
Michigan Department of State  
Office of Customer Services  
7054 Crowner Drive  
Lansing, MI 48918

Dear Kirk,

This letter is to confirm the availability of annual extensions of your COVERS license. These extensions, if executed by the State of Michigan, will allow for continued maintenance and licensing of the current COVERS IRP system until December 31, 2010.

As is the normal course of business, Polk and the State will execute annual extensions, if required, at least 30 days prior to the existing extension's end date, typically September 30. Each annual extension will continue to be at the existing price of \$196,000.00.

Sincerely,

Doug Andrews  
Business Development Manager  
COVERS Suite

**Acknowledgement and Acceptance**

State of Michigan

Signature: 

Title: CSA Director

Date: 6-19-07

RECEIVED

JUN 20 2007

FINANCIAL SERVICES DIV.  
ADMINISTRATION

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

October 16, 2007

**CHANGE NOTICE NO. 7**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>  <a href="mailto:Doug_Andrews@polk.com">Doug_Andrews@polk.com</a>	TELEPHONE <b>Doug Andrews</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 <b>Steve Motz</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>September 30, 2008</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective immediately, this contract is **EXTENDED 10 months to September 30, 2008**, and increased by **\$196,000.00** per the attached vendor letter. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

**MDOS/DMB request, Ad Board Approval 10/16/07 and Vendor concurrence.**

**INCREASE: \$196,000.00**

**TOTAL REVISED CONTRACT VALUE: \$1,391,910.00**



26955 Northwestern Highway  
Southfield, Michigan 48033 USA  
(248) 728-7000

June 15, 2007

**Delivered via Email**

Kirk Forbes  
Manager – Direct Services Section  
Michigan Department of State  
Office of Customer Services  
7054 Crowner Drive  
Lansing, MI 48918

Dear Kirk,

This letter is to confirm the availability of annual extensions of your COVERS license. These extensions, if executed by the State of Michigan, will allow for continued maintenance and licensing of the current COVERS IRP system until December 31, 2010.

As is the normal course of business, Polk and the State will execute annual extensions, if required, at least 30 days prior to the existing extension's end date, typically September 30. Each annual extension will continue to be at the existing price of \$196,000.00.

Sincerely,

Doug Andrews  
Business Development Manager  
COVERS Suite

**Acknowledgement and Acceptance**

State of Michigan

Signature: 

Title: CSA Director

Date: 6-19-07

RECEIVED

JUN 20 2007

FINANCIAL SERVICES DIV.  
ADMINISTRATION

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 28, 2007

**CHANGE NOTICE NO. 6**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>  <a href="mailto:Doug.Andrews@polk.com">Doug.Andrews@polk.com</a>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 <b>Steve Motz</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>December 1, 2007</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

**Effective immediately, this contract is EXTENDED 2 months to December 1, 2007.  
 All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**MDOS/DMB request and Vendor concurrence.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,195,910.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

April 17, 2007

**CHANGE NOTICE NO. 5**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>  <a href="mailto:Doug.Andrews@polk.com">Doug.Andrews@polk.com</a>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-3215 <b>Steve Motz</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2007</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

**Effective immediately, the buyer for this contract is changed to Steve Motz. All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Purchasing Operations request.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,195,910.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 15, 2006

**CHANGE NOTICE NO. 4(REVISED)**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>  <a href="mailto:Doug.Andrews@polk.com">Doug.Andrews@polk.com</a>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Andy Ghosh</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2007</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

Effective immediately this contract is hereby **INCREASED** by \$196,000.00 and **EXTENDED** through **October 1, 2007**. All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

Per Agency and DMB Purchasing Operations Approval.

**INCREASE: \$196,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,195,910.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 11, 2006

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>  <a href="mailto:Doug.Andrews@polk.com">Doug.Andrews@polk.com</a>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Andy Ghosh</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2006</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

**Effective immediately this contract is hereby INCREASED by \$196,000.00. All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per Agency and DMB Purchasing Operations Approval.**

**INCREASE: \$196,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,195,910.00**

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**OFFICE OF PURCHASING**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

July 11, 2005

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Andy Ghosh</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2006</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

**Effective immediately this contract is hereby EXTENDED through October 1, 2006 and INCREASED by \$196,000.00. All other terms, conditions, specifications and pricing remain unchanged.**

**AUTHORITY/REASON:**

**DMB/DOS**

**INCREASE: \$196,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$999,910.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 15, 2004

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7396 <b>Andy Ghosh</b>
Contract Compliance Inspector: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2005</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE (S):**

**With the 4% one-time discount, the total amount of the contract is reduced by \$7,840.00 for a revised estimated contract amount of \$803,910.00. All other terms and conditions remain the same.**

**AUTHORITY/REASON:**

**DMB/R. L. Polk and Co.**

**DECREASE: \$7,840.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$803,910.00**

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET  
OFFICE OF PURCHASING  
P.O. BOX 30026, LANSING, MI 48909  
OR  
530 W. ALLEGAN, LANSING, MI 48933

September 15, 2004

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 373-7396 <b>Andy Ghosh</b>
Contract Administrator: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2005</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE (S):**

Effective immediately, this contract is hereby **EXTENDED** until October 1, 2005.  
Also effective immediately, this contract is hereby **INCREASED** by \$196,000.00.

All other terms, conditions, specifications and pricing remain unchanged.

**AUTHORITY/REASON:**

**DMB/DOS**

**INCREASE: \$196,000.00**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$811,750.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

November 5, 2001

NOTICE  
 TO  
 CONTRACT NO. 071B2001161  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1649 <b>Trish McKenna-Ley</b>
Contract Administrator: Yvonne Young <b>COVERS License Agreement for IRP Processing – Department of State</b>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2004</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**This Contract consists of the attached Terms & Conditions and the attached COVERS License Agreement.**

**Estimated Contract Value: \$615,750.00**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 OFFICE OF PURCHASING  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CONTRACT NO. 071B2001161**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR  <b>R. L. Polk &amp; Co.</b> <b>400 Pike Street</b> <b>Cincinnati, OH 45202</b>	TELEPHONE <b>Kellee Remer</b> <b>(248) 728-7731</b> <hr/> VENDOR NUMBER/MAIL CODE <hr/> BUYER (517) 241-1649 <b>Trish McKenna-Ley</b>
Contract Administrator: Yvonne Young <p style="text-align: center;"><b>COVERS License Agreement for IRP Processing – Dept. of State</b></p>	
CONTRACT PERIOD: From: <b>October 1, 2001</b> To: <b>October 1, 2004</b>	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: <b>This Contract consists of the attached Terms &amp; Conditions and the attached COVERS License Agreement.</b>  <b>Estimated Contract Value: \$615,750.00</b>	

<b>FOR THE VENDOR:</b>	<b>FOR THE STATE:</b>
Firm Name	Signature
Authorized Agent Signature	<b>Trish McKenna-Ley, Buyer</b>
Authorized Agent (Print or Type)	Name
Date	<b>Customer Services Division</b>
	Title
	Date

STATE OF MICHIGAN  
DEPARTMENT OF STATE  
COVERS LICENSE AGREEMENT FOR IRP PROCESSING

TABLE OF CONTENTS

**SECTION I – CONTRACTUAL SERVICES TERMS AND CONDITIONS**

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**SECTION I**

**CONTRACTUAL SERVICES TERMS AND CONDITIONS**

**I-A PURPOSE**

The purpose of this Contract is for the renewal of the software license agreement with R.L. Polk & Co. for the International Registration Plan (IRP) operating software (COVERS) that currently provides the commercial vehicle registration system used by the Department of State.

This Contract is the following type: Part Lump Sum/Fixed Price, Part Unit Price

**I-B TERM OF CONTRACT**

The State of Michigan is not liable for any cost incurred by any vendor prior to signing of a Contract by all parties. The activities in the Contract cover the period from **October 1, 2001 to October 1, 2004 (Three Years)**. The State fiscal year is October 1st through September 30th. The State, at its option, reserves the right to extend the term of this Contract for up to two (2) additional years, upon thirty (30) days written notice to the Contractor prior to the end of the term of the Contract. The Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

**I-C ISSUING OFFICE**

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Office of Purchasing, hereafter known as the Office of Purchasing, for the State of Michigan, Department of State. Where actions are a combination of those of the Office of Purchasing and the Department of State, the authority will be known as the State.

The Office of Purchasing is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. The Office of Purchasing is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. The OFFICE OF PURCHASING will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Purchasing shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this procurement must be addressed to:

**Trish McKenna-Ley, Buyer  
DMB, Office of Purchasing, Customer Service Division  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, MI 48909  
Email: [mckennaleyp@state.mi.us](mailto:mckennaleyp@state.mi.us)  
Phone: (517) 241-1649**

**I-D CONTRACT ADMINISTRATOR**

Upon receipt at the Office of Purchasing of the properly executed Contract Agreement, it is anticipated that the Director of Purchasing will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications herein. That authority is retained by the Office of Purchasing. The Contract Administrator for this project is:

**Yvonne Young, Departmental Analyst**  
**Department of State**  
**Central Records Administration, Bureau of Driver and Vehicle Records**  
**7064 Crowner Drive, Lansing, MI 48918**  
**E-mail: [youngy@sosmail.state.mi.us](mailto:youngy@sosmail.state.mi.us)**  
**Phone: (517) 322-5460**

**I-E COST LIABILITY**

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of this Contract agreement. Total liability of the State is limited to the terms and conditions herein.

**I-F PRICE**

The prices/rates included in this Contract are a combination of fixed and variable prices as indicated below.

Fixed Prices: All prices/rates quoted for COVERS Annual Base Price Maintenance in Section II of this Contract will be firm for the duration of the entire Contract period. Except in the event of a Modification of Service, pursuant to Section I-Y of this Contract, or a renewal of this Contract, pursuant to Section I-B, no price changes for COVERS Annual Base Price Maintenance will be permitted.

Variable Prices: All prices/rates quoted for the Pre-Paid Programming Hours in Section II of this Contract will be for Two Hundred and twenty two (222) hours of programming. Once the Pre-Paid Programming Hours have been used by the State, Contractor shall have the right to change the programming fees upon notice to the State. Such changes shall be based on general industry changes. Requests for price changes shall be received in writing at least ten (10) days prior to their effective date.

**I-G CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities stated in this Contract whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

**I-H NEWS RELEASES**

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written

## **TERMS AND CONDITIONS**

**CONTRACT NUMBER: 071B2001161**

instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

### **I-I DISCLOSURE**

All information in a vendor's proposal and the resulting Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

### **I-J ACCOUNTING RECORDS**

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

### **I-K INDEMNIFICATION - See Attachment Sections 9 and 10**

### **I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS**

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

### **I-M WARRANTIES AND REPRESENTATIONS**

The Contractor provides the following warranties and representation:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;

### **I-N TIME IS OF THE ESSENCE**

## **TERMS AND CONDITIONS**

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The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

### **I-O CONFIDENTIALITY AND OWNERSHIP OF DATA AND INFORMATION**

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section. The Contractor acknowledges that any commercial vehicle data or records inputted into COVERS by the State are, and shall remain the sole property of the State.
2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

### **I-P REMEDIES FOR BREACH OF CONFIDENTIALITY**

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-P of this Contract, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

### **I-Q CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall purchase and maintain such insurance as will protect him/her from claims set forth below which may arise out of or result from the Contractor's operations under the Contract (Purchase Order), whether such operations be by the Contractor or its employees or by any subcontractor or its employees:

- (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other State the Contractor shall have insurance or participate in a mandatory State fund to cover the benefits payable to any such employee.
- (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.

## TERMS AND CONDITIONS

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- (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than \$300,000.00 each occurrence and, when applicable \$1,000,000.00 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.
- (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$100,000.00 each occurrence for non-automobile hazards and as required by law for automobile hazards.
- (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$300,000.00 each occurrence and when applicable, \$1,000,000.00 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under the Indemnification clause of the Contract (Purchase Order).

**BEFORE STARTING WORK THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE DIRECTOR OF THE OFFICE OF PURCHASING, ORIGINAL CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Contract Number or Purchase Order Number has been given to the Director of Purchasing.

### **I-R NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and 30 days to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

### **I-S CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within 30 days of the breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract subject to the limitation of liabilities provision in Section 9 of the Attachment, including but not limited to, State administrative costs, attorneys fees and

court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess reprourement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

2. Changes in Rules, Laws, Regulations. In the event changes in laws, rules, or regulations make continued services, including continued use of the software provided under the Contract, no longer practical or feasible, the State may cancel the Contract, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approval(s) Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963 and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that the Contract or the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

## **I-T RIGHTS AND OBLIGATIONS UPON CANCELLATION**

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (c) refund any unused programming hour charges that have been paid and prorate the yearly software license fee and return any unused portion of the prorated fee that has been paid, (d) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement

costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.

2. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity, subject to the limitation of liability provision in Section 9 of the Attachment.
3. Upon cancellation of this Agreement by the State, the State shall immediately cease all use of COVERS and return COVERS, along with all documentation relating to COVERS, to the Contractor together with a written certification that all copies and partial copies thereof have been either returned or destroyed. Contractor shall cease to provide any further services for COVERS to the State.

**I-U EXCUSABLE FAILURE**

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the

subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

**I-V ASSIGNMENT**

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the State Purchasing Director.

**I-W DELEGATION**

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor unless the State Purchasing Director has given written consent to the delegation.

**I-X NON-DISCRIMINATION CLAUSE**

In the performance of any Contract or purchase order resulting herefrom, the vendor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The vendor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-Y MODIFICATION OF SERVICE**

This CONTRACT may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.

## TERMS AND CONDITIONS

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2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
  - a) withdraw its change request; or
  - b) modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

**IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.**

## **I-Z NOTICES**

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: *William Weber, R.L. Polk & Co., 400 Pike Street, Cincinnati, OH 45202 and/or Kellee Remer, 26955 Northwestern Highway, Southfield Michigan 48034.*

For the State: *Trish McKenna-Ley, DMB Office of Purchasing, P.O. Box 30026 Lansing, MI 48909.*

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

## **I-AA ENTIRE AGREEMENT**

The contents of this document, along with Contractor's COVERS License Agreement attached hereto, shall constitute the complete and exclusive contractual obligations between the parties.

This Contract document shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**I-BB NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of this CONTRACT agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

**I-CC SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**I-DD HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**I-EE RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**I-FF UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-GG SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

**I-HH GOVERNING LAW**

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**I-II YEAR 2000 SOFTWARE COMPLIANCE**

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software

abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

**I-JJ TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 45 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance. If the State cancels this Contract for cause, then the State will be entitled to off set the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

STATE OF MICHIGAN  
DEPARTMENT OF STATE  
COVERS LICENSE AGREEMENT FOR IRP PROCESSING

SECTION II  
PRICING PAGE

**FIRST YEAR PRICE:**

COVERS IRP Base Price Maintenance: \$196,000.00 Per First Year

Pre-Paid Programming Hours: \$ 27,750.00  
(222 Programming Hours at \$125.00 Per Hour)

**TOTAL FIRST YEAR PRICE: \$223,750.00**

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**SECOND YEAR PRICE:**

COVERS IRP Base Price Maintenance: \$196,000.00 Per Second Year

**TOTAL SECOND YEAR PRICE: \$196,000.00**

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**THIRD YEAR PRICE:**

COVERS IRP Base Price Maintenance: \$196,000 Per Third Year

**TOTAL THIRD YEAR PRICE: \$196,000.00**

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**TOTAL THREE YEAR PRICE: \$615,750.00**

**R. L. POLK & CO**  
**COVERS® LICENSE AGREEMENT**

**R. L. POLK & CO. COVERS LICENSE AGREEMENT** (hereinafter "Agreement") is made as of this first day of October, 2001 by and between **R. L. POLK & CO.** (hereinafter "Polk"), a Delaware corporation, having an address at 400 Pike Street, Cincinnati, Ohio 45202-4280 and the **STATE OF MICHIGAN** (hereinafter "Licensee"), having an address at 7064 Crowner Drive, Lansing, Michigan 48918.

R E C I T A L S:

WHEREAS, the International Registration Plan (hereinafter "IRP") is a registration reciprocity agreement participated in by many states of the United States and provinces of Canada for the purpose of prorating the assessment and collection of truck registration fees amongst those jurisdictions which are participants in said agreement.

WHEREAS, Polk represents that it has developed a proprietary computer software system entitled Commercial Vehicle Registration System (hereinafter "COVERS"), which automates procedures required by IRP.

WHEREAS, Licensee desires to obtain a license to use COVERS upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **LICENSE.**

- A. Polk hereby grants and Licensee hereby accepts a nontransferable, nonexclusive license to use COVERS, under the terms and conditions stated herein, at its principal place of current computer operation located at 7064 Crowner Drive, Lansing , Michigan (hereinafter "Computer Site").
- B. COVERS and the documentation applicable thereto shall hereinafter be collectively described as the "Licensed Product."

2. **TERM AND TERMINATION.** The term (hereinafter the "Term") of this Agreement shall commence on October 1, 2001 (the "Effective Date") and shall continue for a period of three (3) years, unless terminated earlier as herein provided. Thereafter, Licensee may renew this Agreement for successive one (1) year terms beginning on each anniversary of the Effective Date, up to two (2) years (hereinafter "Renewal Term"), upon thirty (30) days written notice from Licensee prior to the end of the then current License Year. Each twelve (12) month period during the Term and Renewal Term hereof which begins with the Effective Date thereof may hereinafter be individually referred to as a "License Year." Upon expiration or termination of this Agreement, Licensee shall immediately cease all use of the Licensed Product and return the Licensed Product to Polk together with a written certification that all copies and partial copies thereof have been either returned or destroyed. Additionally, Polk shall cease to provide any further services for the Licensed Product to Licensee.

3. **LIMITATIONS ON USE OF LICENSED PRODUCT.**

- A. The Licensed Product shall only be used by Licensee to provide information to Licensee with respect to its own records. Licensee's right to use the Licensed Product is personal and nonassignable. Licensee shall not alter or modify the Licensed Product. If Licensee should alter or modify the Licensed Product, Polk, at its option, may terminate this Agreement. Polk and Licensee hereby confirm their intent that title to the Licensed Product shall always remain with Polk.
- B. The Licensed Product is designed to be used only with a computer system comprised of computer hardware, supporting software and operating systems that conform to the configuration agreed upon by both parties. Polk shall not be obligated to adapt the Licensed Product to any other computer system that does not conform to said configuration requirements. Licensee agrees that it has sole responsibility for

the selection, procurement, operation and maintenance of its computer system, and that Polk shall not have any responsibility for same.

- C. The Licensed Product shall only be used at the Computer Site and Licensee's distributed network sites, and shall not be moved to any other location without Polk's prior written consent which shall not be unreasonably withheld. In the event of equipment malfunction or other emergency, Licensee may temporarily transfer the Licensed Product to an alternate computer location within the continental United States so long as it gives Polk prompt written notice detailing time, place, purpose, and expected duration of such transfer. Licensee shall also give Polk prompt written notice of the return of the Licensed Product to the original Computer Site.
- D. Licensee shall not have the right to copy the Licensed Product, or any part thereof, except for backup purposes. All copies of the Licensed Product, or any part thereof, shall be identified by title, shall reproduce Polk's copyright notice (if any) and proprietary legend, and shall be marked as confidential. Furthermore, if in machine readable form and a label is reasonably feasible, such copies shall bear a label setting out the same.

**4. LICENSE FEE.**

- A. Licensee shall pay to Polk the following license fees for the Licensed Product:
  - (1) an annual license fee applicable to the first License Year of Two Hundred and Twenty Three Thousand, Seven Hundred and Fifty dollars (\$223,750.00) (COVERS IRP Base Price at \$196,000, and Prepaid Programming Hours at \$27,750) which shall be due and payable within forty-five (45) days after the later of the execution of the Agreement, or Licensee's receipt of an invoice.
  - (2) annual license fee applicable to the second and third License Years of \$196,000 for each License Year, which shall be due and payable within forty-five (45) days after the later of the commencement of the subsequent License Year, or Licensee's receipt of an invoice.
- B. The license fees referenced in Subsection A.(1) and (2) above include warranty coverage set forth in Section 8 hereof and software support services set forth in Section 11 hereof.
- C. Interest at the lower of three quarters of a percent (0.75%) per month allowed by applicable law, shall be charged on all amounts owed by Licensee hereunder that are not paid within forty-five (45) days after Licensee's receipt of the applicable invoice thereof.
- D. Licensee shall pre pay Polk for two hundred and twenty two (222) hours of programming, at a cost of One Hundred and Twenty-Five dollars (\$125.00) per hour for a total cost of \$27,750, for state specific requirements applicable to the Licensed Product, which shall be due and payable, as outlined in section 4.A.1. If, by termination of the Agreement, Polk has not provided 222 hours of programming, Polk shall refund to Licensee an amount equal to the unused number of programming hours. Additionally, Polk agrees to provide Licensee, at the end of each License Year, with a statement of the number of unused programming hours.
- E. Once the two hundred and twenty two (222) hours of pre-programming have been used up by the Licensee, Polk shall have the right to change the programming fees upon written notice to Licensee at least ten (10) days prior to such change. Any increases in programming fees shall be based on general industry changes.
- F. For the Renewal Term, Polk shall inform Licensee of the annual license fee at least thirty (30) days prior to the end of the then current License Year.

- 5. DISCLOSURE OF LICENSED PRODUCT.** Licensee acknowledges that Polk has created the Licensed Product at great time and expense and that the Licensed Product contains confidential information and trade secrets that are proprietary to Polk. Licensee further acknowledges that certain of its employees will, by virtue of this Agreement, become familiar with the Licensed Product's specifications and information, and that Polk may suffer great harm if Licensee or its employees disclose the Licensed Product, or any part thereof, to

a third party. Accordingly, Licensee agrees to: (i) hold the Licensed Product and all parts thereof in strict confidence; (ii) disclose the Licensed Product, or any part thereof, only to Licensee's employees to whom knowledge is required for its proper use by Licensee in accordance with this Agreement; (iii) cause such employees to hold the Licensed Product and all parts thereof in strict confidence; and (iv) take steps to prevent the accidental or otherwise unauthorized disclosure of the Licensed Product or any part thereof. Licensee's obligations under this Section 5 shall survive the termination of this Agreement. Polk may seek injunctive or other equitable relief against the breach or threatened breach of any of the foregoing covenants in addition to any other legal remedies which may be available.

**6. TITLE TO LICENSED PRODUCT; NO ASSIGNMENT.**

A. The Licensed Product and any modifications, changes, enhancements, conversions, upgrades or additions made to the Licensed Product, whether developed or made by Polk, Licensee or a third party, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein and appurtenant thereto shall be the sole and exclusive property of Polk.

B. The Licensed Product shall not be assigned, subleased, sublicensed, rented, offered for sale, sold or disposed of by Licensee in any manner whatsoever. Licensee agrees to keep the Licensed Product, free and clear of any claims, liens and encumbrances. Any act of Licensee purporting to dispose of the Licensed Product as prohibited in this Section shall: (i) be void and of no effect, and (ii) give Polk the option of terminating this Agreement and the license granted hereunder.

**7. EQUITABLE RELIEF.** Licensee shall advise Polk immediately in the event that Licensee learns or has reason to believe that any person(s) who has or had access to the Licensed Product, or any portion thereof, has violated or intends to violate the terms of this Agreement. Licensee shall cooperate with Polk in seeking injunctive or other equitable relief in the name of Licensee or Polk, as applicable, against any such person(s).

**8. WARRANTY AND REMEDIES.**

A. Polk provides the following warranty:

- (1) Polk warrants, on the Effective Date and upon the delivery date of each update to the IRP fee tables, that the IRP fee tables which are a part of the Licensed Product and all data extracts derived therefrom will be as current, accurate and complete as may be achieved using the source data and compilation methods normally employed by Polk in the ordinary course of its business; provided, however, in no event are such IRP fee tables warranted as being error free.
- (2) Polk warrants, as of the Effective Date and for a period of one (1) year thereafter, that the Licensed Product when used in accordance with the specifications and procedures established by Polk, will be free from inherent software code defects which materially prevent the Licensed Product from performing its intended functions.
- (3) Polk warrants that it will use all reasonable precautions to prevent any enhancements, upgrades, or additions to the Licensed Products from having any Software Viruses (as defined below) that are detectable and able to be cleaned by an "on-demand" scan by ICSA certified anti-virus product. Software Virus shall mean any computer code which is not part of the Licensed Product and includes any computer code which may or does in any manner and to any extent affect or interfere with the use or operation of the Licensed Product, any other computer software, equipment or computer system.
- (4) Except as otherwise specified in this Subsection A., Polk warrants that all other services performed hereunder shall be as current, accurate and complete as may be achieved using input data submitted by Licensee and the compilation methods normally employed by Polk in the ordinary course of its business, provided, however, in no event are the services or converted data warranted as being error free.

- (5) Polk warrants the Licensed Product and any upgrade for "year 2000 compatibility and fitness" as defined herein below, provided, however, that Licensee's operating systems, application software and other firmware and software necessary for the operation of the Licensed Product, meet the standard for "year 2000 compatibility and fitness".
- (6) Year 2000 compatibility and fitness" means: (i) the product warranted by Polk will not cease to perform before, during, or after the calendar year 2000; (ii) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2000; (iii) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century; and (iv) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations."

THE FOREGOING WARRANTY SET FORTH IN SUBSECTION A.(1)(2)(3)(4) AND (5) IS A LIMITED WARRANTY AND POLK MAKES AND LICENSEE RECEIVES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

- B. The warranty set forth in Subsection A. above shall not apply if: (i) the Licensed Product is not used in accordance with the specifications and procedures specified by Polk; (ii) the Licensed Product has been altered or modified by Licensee without the consent of Polk; or (iii) malfunction of Licensee's equipment or application software, or any other cause within the control of Licensee shall prevent the Licensed Product from performing its intended functions.
- C. Polk's sole obligation and Licensee's sole remedy under the warranty set forth in Subsection A. above is strictly and exclusively limited to the: (i) correction of any errors in the IRP fee tables as and when such corrections are available from the applicable source, (ii) reperformance of the service which was provided by Polk that caused the error, provided, however, in no event shall Polk be responsible for correcting erroneous data provided by Licensee to Polk, and/or (iii) correction of any software code defects which materially prevent the Licensed Product from performing its intended functions and are made known to Polk by written notice from Licensee prior to end of the warranty period described in Subsection A. above. If any such software code defects are not corrected by Polk within thirty (30) days after Polk's receipt of such notice, Licensee may terminate this Agreement and receive a prorated amount of the annual license fee paid by Licensee during the first License Year based on the number of months remaining in such License Term Year; provided, however, that if after said thirty (30) days, Polk does correct such defects and Licensee accepts such correction, Licensee shall not terminate this Agreement pursuant to this Section 8 and Polk shall not pay such refund. Notwithstanding the foregoing, Polk reserves the right to satisfy its warranty obligations in full by refunding a prorated amount of the annual license fee paid by Licensee during the first License Year based on the number of months remaining in such License Year, and upon the payment of such refund this Agreement shall automatically terminate.

## **9. LIMITATION OF LIABILITY; INDEMNIFICATION.**

- A. Except as specified in Section 10 hereof, the express warranty and remedies stated in Section 8 hereof, is in lieu of all liabilities and obligations of Polk arising out of a breach of warranty claim under this Agreement. In no event shall Polk be liable for damages that exceed the amount of licensee fees paid under this Agreement, provided however that such liability for damages shall not exceed the licensee fee paid under this agreement or \$615,750. Furthermore, neither party shall be liable for any claims, regardless of the form of action, or for any other damages, which are indirect, incidental, special or consequential, including but not limited to, lost business and lost profits, whether foreseeable or not, even if such party has been advised of the possibility of such damages.

- B. Polk agrees to indemnify and hold harmless Licensee, its agencies, departments, divisions, officers, and employees from any claims, losses, damages, injuries, and liability arising from the death or injury of any persons, or from the damage or destruction of any property, caused by or connected with any negligent acts or omissions by Polk or its employees in connection with the performance of the services under this Agreement, provided such negligent act or omission was not done or omitted at the direction of Licensee. Polk's obligations under this Subsection 9.B. shall survive termination of this Agreement.

## 10. INFRINGEMENT.

- A. Polk shall indemnify and hold Licensee harmless from and against all costs, expenses and damages attributable to any claim that the licensed use of the Licensed Product in accordance with the Agreement infringes upon any proprietary right of a third party, provided that (i) Licensee gives Polk prompt written notice of any such claim of which Licensee has knowledge, and (ii) Polk is given full control over the defense of such claim and receives Licensee's full cooperation in the defense thereof.
- B. If a claim of infringement has occurred, or in Polk's opinion, is likely to occur, then Polk may at its option and expense (i) procure for Licensee the right to use the infringing material, or (ii) replace or modify the infringing material without reducing the quality or effectiveness of the Licensed Product, so that the same is no longer subject to any such infringement claim. If neither of these two options is available in Polk's best judgment, then Polk and Licensee may mutually agree upon Licensee's continued use of the Licensed Product after the deletion of the infringing material therefrom and any adjustment in the fees and charges hereunder. If Polk and Licensee cannot mutually agree upon the terms for any such continued use, then Polk or Licensee may terminate this Agreement upon written notice to the other party, and thereafter Polk shall refund to Licensee a prorated amount of the prepaid annual license fee for the applicable License Year based on the number of months remaining in such License Term Year.
- C. Polk shall have no obligation under this Section 10 to indemnify or defend Licensee against a claim of infringement resulting from Licensee's modification or alteration of the Licensed Product or the data derived therefrom, or Licensee's use of the Licensed Product in conjunction with computer hardware, supporting software or operating systems not agreed upon by both parties, or the combination of said data with any product or service not provided by Polk.
- D. This Section states Polk's entire liability to Licensee for any claim of infringement of any proprietary rights asserted by a third party. Polk's obligations under this Subsection 10.D. shall survive termination of this Agreement.

## 11. SOFTWARE SUPPORT.

- A. Throughout the term of the Agreement, Polk shall provide, at no further charge, maintenance service as specified in Subsection B. below. General Maintenance Services shall be provided by Polk during Polk's normal business hours of 8:00 a.m. - 5:00 p.m. eastern standard time, Monday through Friday, excluding Polk holidays. Polk shall respond to telephone calls from Licensee representative(s) (hereinafter "Licensee Representative"), who shall be designated in writing by Licensee to Polk in advance of any such calls. Polk shall respond to Priority One, Two and Three Errors as described below.

- (1) Support Response Time Definition and Support. Polk shall respond to errors relating to or arising from use of the COVERS System on the following terms:

Priority One Error: A "Priority One Error" is one that results in a user-down situation causing disruption of the COVERS System. This includes Licensee's inability to: complete business processes related to invoicing, accepting payment, issuing credentials, updating COVERS' databases; or conversion issues causing data corruption. Licensee shall provide Polk in writing the names of its authorized representative(s) who may contact Polk by telephone regarding a "Priority One Error" (a "Licensee Representative"). If a Priority One Error occurs and after reasonable efforts, Polk is unable to correct the problem by telephone, Licensee shall provide a written statement that describes the error in sufficient detail, so as to allow Polk to reproduce the

error on Polk's premises. Upon receipt of the written statement describing the error, Polk shall respond within two (2) working days and shall provide a plan to fix or workaround the error that is acceptable to Licensee. Licensee may offer to provide Polk with computing equipment and/or software that would assist Polk in reproducing the error.

Priority Two Error: A "Priority Two Error" is one that degrades the basic operation of the COVERS System, or any of its system components, has high impact, but there is a "work around". If a "Priority Two" error occurs, Licensee shall provide a written statement that describes the error in sufficient detail, so as to allow Polk to reproduce the error on Polk's premises. Upon receipt of the written statement describing the error, Polk shall respond within eight (8) normal working hours with an acknowledgment of the error and within three (3) working days shall provide a plan to fix or workaround the error that is acceptable to LICENSEE. LICENSEE may offer to provide Polk with computing equipment and/or software that would assist Polk in reproducing the error.

Priority Three Error: A "Priority Three Error" is one that is cosmetic and/or low impact to business. If a Priority Three Error occurs, Licensee shall provide a written statement that describes that error in sufficient detail to allow Polk to reproduce the error on Polk's premises. Upon receipt of the written statement describing the error, Polk shall respond within eight (8) normal working hours with an acknowledgment of the error and within thirty (30) working days shall provide a fix. Licensee may offer to provide Polk with computing equipment and/or software that would assist Polk in reproducing the error.

B. General Maintenance Services to be provided by Polk are as follows:

(1) Software Code/Data Corrections and Changes.

- (a) Polk shall correct any code defects in said software portion of the Licensed Product, which materially prevent the Licensed Product from performing its intended functions, and are made known to Polk by written notice from Licensee.
- (b) Polk shall correct errors in, and provide changes to, the IRP fee tables as and when such corrections or changes are available from the applicable data source. Licensee acknowledges that some error corrections are dependent on the availability of same from the applicable information or data source.
- (c) Polk shall provide Licensee with changes to the IRP fee tables at least thirty (30) days prior to the effective date of such changes, provided that either (i) the jurisdictions initiating the changes, or (ii) Licensee, if Licensee has knowledge of such changes, have provided Polk with written notice of such changes along with acceptable documentation thereof, at least sixty (60) days prior to the effective date of such changes. If Polk is unable to meet this schedule, written notice will be supplied to the Licensee with estimates for completion dates.
- (d) Upon receipt of notification of a change to IRP, which affects the software portion of the Licensed Product, Polk will supply written notification to Licensee of estimate of completion date for such change to be implemented into the Licensed Product. Polk will only be responsible for changes, which affect the software portion of the Licensed Product, any changes involving Licensee's internal procedures, or collection of additional data elements will be the responsibility of Licensee.

(2) Other Services; Telephone Consulting; On-Site. Maintenance shall also include the provision of software code corrections and improvements, if any, as specified in Subsection C. below, and reasonable consulting assistance, via telephone or the U.S. Mail, in the event of difficulties in the use of the Licensed Product or in the interpretation of the results derived from the use of the Licensed Product. There will be no additional charge if on-site assistance is required after reasonable telephone and/or mail consulting has not remedied the applicable problems. However,

if it is determined that the problem is not due to a defect in the Licensed Product, then Licensee shall pay Polk's then current per diem rate for programming services for each hour a Polk programmer spends on-site, plus reasonable travel, living and out-of-pocket expenses within thirty (30) days after Licensee's receipt of an invoice therefore. Licensee may pre-authorize any such on-site visit.

- C. In addition to providing corrections and changes to the Licensed Product pursuant to Subsection B. above, Polk may, at such intervals as Polk deems appropriate, distribute improvements to the Licensed Product to Licensee. Improvements may consist of such minor modifications and/or improvements to the Licensed Product, or portions thereof, as Polk deems appropriate and which Polk generally distributes to its other licensees of the Licensed Product. After the delivery of any such corrections, changes and/or improvements (hereinafter collectively "Revisions"), Licensee shall promptly install and implement the same so that it replaces entirely the previous version of the Licensed Product or portion thereof as applicable. Upon delivery of any such Revisions, Polk's obligations to furnish Software Support services and any remaining warranty coverage shall be automatically transferred to the revised version of the Licensed Product and canceled with respect to the replaced version. Upon installation of any such Revisions, Licensee shall retain the replaced version of the Licensed Product for backup purposes, and provide Polk with a written certification that all copies and partial copies of any version of the Licensed Product prior to the replaced version have been returned or destroyed.

## **12. DEFAULT BY LICENSEE.**

- A. Licensee shall be in default upon the occurrence of any one of the following events: (i) failure to pay the license fees or other charges hereunder within forty-five (45) days following the receipt of written notice that such was not received on the due date thereof; (ii) failure to perform any other term, condition or covenant of this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof; or (iii) if Licensee shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they come due.
- B. Upon any default by Licensee, Polk may terminate this Agreement and declare all outstanding license fees and other charges immediately due and payable. Any such termination: (i) shall be without prejudice to any other rights or remedies which Polk may have against Licensee with respect to such default; and (ii) shall not entitle Licensee to a refund, in whole or in part, of the license fees or other charges hereunder.
- C. No remedy referred to in this Section 12 is intended to be exclusive, but shall be cumulative and in addition to any other remedy referred to herein or otherwise available to Polk at law or in equity.

- 13. SUSPENSION OF POLK'S OBLIGATIONS.** If a delay in the time for the performance of Polk's obligations is occasioned by circumstances beyond Polk's reasonable control, including but not limited to strikes, wars, natural disasters, equipment failure or breakdown, governmental regulations or interference, or other calamity, the time for performance thereof shall be extended for a period of time equal to the length of the delay.

- 14. RELATIONSHIP OF THE PARTIES.** Licensee and Polk agree that the relationship of the parties created by this Agreement is not that of employer/employee, principal/agent, partnership, joint venture or representative of the other and that Polk shall be deemed to be an independent contractor. Neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venturer or partner with, or representative of the other.

- 15. NOTICES.** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by regular first-class mail with postage fully prepaid to the parties at the addresses specified below, and shall be effective when received, if personally delivered, or when deposited properly addressed and postage prepaid in U.S. mail. Each party may change such address by written notice in accordance with this Section.

**ATTACHMENT**

**CONTRACT NUMBER: 071B2001161**

To Polk: R.L. Polk & Co.  
Attn: Mr. William C. Weber  
400 Pike St.  
Cincinnati, OH 45202

To Licensee: State of Michigan  
Attn: Trish McKenna-Ley, Buyer  
Customer Service Division  
DMB, Office of Purchasing  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, MI 48909

**16. GENERAL.**

- A. In the event any of Licensee's comments, requests or suggestions are incorporated by Polk as part of the Licensed Product, Licensee agrees that Polk shall be the sole and exclusive owner of all rights thereto.
- B. The terms and conditions stated herein, along with the State of Michigan's Terms and Conditions shall constitute the complete and exclusive statement of the terms hereof, and shall supersede all prior oral and written statements of any kind whatsoever made by the parties or their representatives. In the event of any conflict between the terms and conditions of this Agreement and any Licensee purchase order, the State of Michigan's Terms and Conditions hereof shall prevail. No statement in writing subsequent to the date hereof purporting to modify or add to the terms and conditions hereof shall be binding unless consented to in a document signed by duly authorized officers of Polk and Licensee which makes specific reference to this Agreement.
- C. If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are to that extent deemed to be omitted.
- D. No action arising out of this Agreement, regardless of form, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for nonpayment may be brought by Polk within two (2) years after the date of default in payment.
- E. No waiver of any breach of any provision of this Agreement shall constitute a waiver of a prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative.
- F. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- G. Section headings are for convenience only and shall not be construed as part of this Agreement.