

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

**CHANGE NOTICE NO. 6**  
 to  
**CONTRACT NO. 071B1300109**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Optum Government Solutions, Inc. 12125 Technology Drive Eden Prairie, MN 55344	David Wieber	<a href="mailto:David.Wieber@Optum.com">David.Wieber@Optum.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 993-0929	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR				
BUYER	DTMB	Joe Kelly	517-373-3993	<a href="mailto:Kellyj11@michigan.gov">Kellyj11@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: <b>DATA WAREHOUSE IMPLEMENTATION AND SERVICES</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 16, 2010	November 15, 2015	5, 2 Year Options	November 15, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$19,073,579.85		
Effective immediately, the attached Proposal 011 is hereby incorporated into this Contract.				
All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.				



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

May 3, 2013

Mr. David Bengel  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

RE: CHANGE REQUEST PROPOSAL 011 FOR PULL AHEAD OF CAPACITY ON DEMAND (COD) ON PRODUCTION SYSTEM UNDER CONTRACT NO. 071B1300109 (the "109 Contract")

Dear Dave:

Optum Government Solutions, Inc., an Optum company ("Optum") is pleased to provide the State of Michigan ("the State") with this Change Request Proposal (the "Change Request Proposal 011") for which the State has requested a change to the Platform Contract (071B1300109) asking Optum to provide a proposal to increase capacity on the production system from the current level of 62.5% to 75% earlier than the Contract planned date of March 1, 2014.

The additional pricing for the modification in the services described in this Change Request Proposal 011 is set forth below as \$104,945.17 and assumes an August 1, 2013 start date and seven months of pull ahead COD.

Item Description from Change Request 001 Attachment 1A	Amount
<b>Year 4</b>	
Production 3 Node 5650H+22HSN Warranty and Maintenance	\$572,096.00
Production 3 Node 5650H + 2HSN Software Subscription	\$355,150.00
Dual Active Node Warranty & Mnt	\$110,219.00
Total Warranty & Maintenance	\$1,037,465.00
<b>Year 3</b>	
Production 3 Node 5650H+22HSN Warranty and Maintenance	\$459,380.00
Production 3 Node 5650H + 2HSN Software Subscription	\$302,810.00
Dual Active Node Warranty & Mnt	\$95,369.00
Total Warranty & Maintenance	\$857,559.00
Difference between Year 4 and Year 3 Maintenance due to COD Increase	\$179,906.00
Prorated Monthly Amount for Early COD Increment	\$14,992.17
Total Amount if Pull Ahead COD Activated on August 1, 2013	\$104,945.17

A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 011 and replaces the prior Attachment 1B Payment Milestones that formed an integral part of the '109 Contract.

The State can approve this Change Request Proposal 011 by issuing a Change Notice to the '109 Contract that references this Change Request 011 and either a new or revised Purchase Order(s) with line item(s) totaling either the 7-month pull ahead amount or a prorated amount equal to the number of months of pull ahead multiplied by the Prorated Monthly Amount for Early COD Increment as stated above. If the State notifies Optum in writing that it desires a start date later than August 1, 2013, Optum will publish a revised Attachment 1B Payment Milestones with the revised amount to be charged based on the actual number of months of pull ahead using the start date in the State's written notice to Optum and such revised Attachment 1B Payment Milestones will then be referenced or attached to the Change Notice issued by the State evidencing its acceptance of this Change Request 011.

Except as expressly amended by this Change Request 011, all other terms and conditions of the '109 Contract remain in effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

### Attachment 1B (Revised)

Payment Milestones - 5 Year growth

Milestone	State of Michigan Fiscal Year						
	FY11	FY12	FY13	FY14	FY15	FY16	Total
Initial Training Subscription Plus Teradata Partners Conference	29,060						\$29,060.00
Contract Hardware and Software	9,597,979						\$9,597,979.00
Production System Production Migration Completion	\$243,311						\$243,311.00
5450 Deinstallation	\$34,255						\$34,255.00
Test System Production Migration Completion	\$84,452						\$84,452.00
5380 Deinstallation	\$34,755						\$34,755.00
TASM Services	\$45,910						\$45,910.00
DA Implementation Services - Architecture Planning and Design		\$55,926.00					\$55,926.00
DA Implementation Services - Configuration and Setup		\$74,568.00					\$74,568.00
DA Implementation Services - Detail Design and Implementation		\$167,779.00					\$167,779.00
DA Implementation Services - Additional Mentoring		\$ -	\$74,568.00				\$74,568.00
Protegrity Services	\$50,805						\$50,805.00
Ongoing TEN+ Membership plus Teradata Partner Conference	\$29,060.00	\$29,060.00	\$29,060.00	\$29,060.00	\$29,060.00		\$116,240.00
Production System Recurring Hardening	\$ -	\$ -	\$ -	\$125,489.00	\$130,509.00		\$255,998.00
Additional Recurring Hardening for DA Option		\$ -	\$ -	\$126,651.00	\$130,677.00		\$256,328.00
Teradata Warehouse Miner Training Course 1	\$37,069						\$37,069.00
Teradata Warehouse Miner Training Course 2		\$37,069.00					\$37,069.00
On-Going Training	\$73,684	\$47,504.00	\$47,504.00	\$47,504.00	\$47,504.00		\$263,700.00
DataDirect Software Licenses - CR002	\$32,000						\$32,000.00
DataDirect Software Maintenance - CR002	\$6,600	\$7,660.00	\$8,420.00	\$9,260.00	\$10,190.00		\$42,130.00
Additional ODBC Software and Maintenance Support - CR007		\$15,650.00	\$3,460.00	\$3,810.00	\$4,190.00		\$27,110.00
Additional ODBC Software - CR008		\$3,200.00					\$3,200.00
AIX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002	\$15,827						\$15,827.00
AIX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002		\$34,821.00	\$ -	\$ -	\$ -	\$ -	\$34,821.00
BI Query Software License and Maintenance - CR003		\$161,799.06	\$88,581.96	\$97,442.76	\$107,185.07		\$455,008.85
Business Objects Software Maintenance - CR004		\$37,751.00	\$ -	\$ -	\$ -		\$37,751.00
JSURS Support - CR004		\$272,908.00	\$286,552.00	\$300,880.00	\$315,923.00		\$1,176,263.00
	3/1/11 - 9/30/11	10/1/11 - 9/30/12	10/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 2/29/16	
Warranty - Production System w/AWS Rack	\$267,568	\$191,120.00					\$458,688.00
Warranty - Test System w/AWS Rack	\$198,344	\$141,675.00					\$340,019.00
Warranty - Teradata Warehouse Miner	\$9,051	\$6,465.00					\$15,516.00
Warranty - Dual Active	\$55,319	\$39,514.00					\$94,833.00
On-Going Annual Maintenance - Disk Retention Option - CR 009		-	\$26,110.00	\$31,331.00	\$31,331.00	\$13,055.00	\$101,827.00
On-Going Annual Maintenance - COD Pull Ahead - CR 011			\$29,984.33	\$74,960.83			\$104,945.17
On-Going Annual Maintenance - Prod System w/AWS Rack	\$267,568.00	\$459,560.00	\$526,001.00	\$614,352.00	\$268,282.00		\$2,135,763.00
On-Going Annual Maintenance - Test System w/AWS Rack	\$198,344.00	\$340,733.00	\$368,755.00	\$435,631.00	\$195,567.00		\$1,539,030.00
On-Going Annual Maintenance - Teradata Warehouse Miner	\$9,051.00	\$15,516.00	\$15,516.00	\$15,516.00	\$6,465.00		\$62,064.00
On-Going Annual Maintenance - Dual Active	\$55,319.00	\$95,146.00	\$104,032.00	\$116,972.00	\$50,748.00		\$422,217.00
<b>Total</b>	<b>\$10,815,989</b>	<b>\$1,864,761.06</b>	<b>\$1,505,195.29</b>	<b>\$1,869,692.59</b>	<b>\$1,989,040.07</b>	<b>\$534,117.00</b>	<b>\$18,558,785.01</b>

Ad Board Approved Contract Amount: \$19,073,580.00  
Amount Remaining not allocated: \$514,794.99

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

December 21, 2012

**CHANGE NOTICE NO. 5**  
 to  
**CONTRACT NO. 071B1300109**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Optum Government Solutions, Inc. 12125 Technology Drive Eden Prairie, MN 55344	David Wieber	<a href="mailto:David.Wieber@Optum.com">David.Wieber@Optum.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(517) 993-0929	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Mark Lawrence	517-241-1640	<a href="mailto:Lawrencem1@michigan.gov">Lawrencem1@michigan.gov</a>
BUYER	DTMB	Mark Lawrence	517-241-1640	<a href="mailto:Lawrencem1@michigan.gov">Lawrencem1@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: DATA WAREHOUSE IMPLEMENTATION AND SERVICES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 16, 2010	November 15, 2015	5, 2 Year Options	November 15, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$19,073,579.85		

Effective immediately, the vendor name is changed to Optum Government Solutions, Inc. There is no change to the FEIN number. The attached Proposal 009 is hereby incorporated into this Contract.

All other terms, conditions, specifications, and pricing remain the same.



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

December 7, 2012

Mr. David Bengel  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

**RE: CHANGE REQUEST PROPOSAL 009 FOR ADDITION AND REMOVAL OF CERTAIN SUPPORT AND SERVICES UNDER CONTRACT NO. 071B1300109**

Dear Dave:

Optum Government Solutions, Inc., an Optum company ("Optum") is pleased to provide the State of Michigan ("the State") with this Change Request Proposal (the "Change Request Proposal 009") for which the State has requested changes to the Contract 071B1300109 effective November 16, 2010, as amended (the '109 Contract"), asking Optum to provide a proposal to:

1. Add language consistent with the requirements of IRS Publication 1075 to the '109 Contract;
2. Add Teradata Data Disk Retention Services to the State's Production System, Test System and Dual-Active 560 System under the '109 Contract;
3. Remove AIX maintenance services through the remaining duration of the '109 Contract;
4. Remove Business Objects Software Support through the remaining duration of the '109 Contract;
5. Remove the Teradata Recurring Hardening Services originally planned to be delivered in FY13; and
6. Move the Dual Active Implementation Additional Mentoring services and related payment milestone from FY12 to FY13.

**1. IRS Publication 1075**

Optum and the State agree that the terms of IRS Publication 1075 that are set forth in Exhibit 7 attached to this Change Request Proposal 009 shall be added to the '109 Contract, where references to "Contractor" shall mean Optum.

**2. Teradata Data Disk Retention Services**

The Remedial Maintenance Services for the State's Production System, Test System and Dual Active 560 System, as defined below, will be modified such that disk drives removed from the three systems, due to maintenance activities provided as part of the Remedial Maintenance Services, will be left with the State of Michigan for destruction. This will replace the current arrangement, which involves Teradata retaining the disk drives and having the ability to repurpose and/or refurbish them for future usage as part of their disk drive inventory. As part of

1/8

these "Disk Retention Services", Optum shall have Teradata provide new or like new replacement disk drives for the price set forth below.

The pricing for the modification in the services described in this Change Request Proposal 009 is set forth below. This pricing assumes an effective date of December 1, 2012. If this Change Request Proposal 009 is approved after December 2012, the pricing in the first year will be pro-rated for the correct number of months.

System	12/1/12 – 9/30/13	10/1/13 – 9/30/14	10/1/14 – 9/30/15	10/1/15 – 2/28/16	Totals
3+2 5650 (Production System)	\$ 15,276	\$ 18,331	\$ 18,331	\$ 7,638	\$ 59,576
2+1 5650 (Test System)	\$ 10,183	\$ 12,220	\$ 12,220	\$ 5,092	\$ 39,715
1N 560 (Dual-Active 560 System)	\$ 650	\$ 780	\$ 780	\$ 325	\$ 2,535
Total	\$ 26,109	\$ 31,331	\$ 31,331	\$ 13,055	\$ 101,826

### 3. AIX Maintenance Services Removal

The AIX Maintenance Services for the period of October 1, 2012 – September 30, 2016 (FY13 – FY16) added to the '109 Contract as part of the approved Change Request Proposal 002, are hereby removed from the '109 Contract.

The State has migrated its ETL processing from the AIX ETL servers onto a new set of Linux servers and no longer requires the AIX Maintenance Services. Below are the payment milestones to be removed as part of the revised Attachment 1B Payment Milestones:

<u>Description</u>	<u>Period Covered</u>	<u>Price to State</u>
AIX Systems Maintenance and Support	10/1/12-9/30/13	\$38,303.00
AIX Systems Maintenance and Support	10/1/13-9/30/14	\$42,134.00
AIX Systems Maintenance and Support	10/1/14-9/30/15	\$46,347.00
AIX Systems Maintenance and Support	10/1/15-9/30/16	\$50,981.00

### 4. Business Objects Software Support Removal

The Business Objects Software Support for the period of October 1, 2012 – September 30, 2015 (FY13 – FY15) added to the '109 Contract as part of the approved Change Request Proposal 004, are hereby removed from the '109 Contract.

The State has migrated its MDCH Crystal Reporting to the Enterprise Business Objects Infrastructure and no longer requires Business Objects Software or related Support for the old servers and infrastructure. Below are the payment milestones to be removed as part of the revised Attachment 1B Payment Milestones:

<u>Description</u>	<u>Period Covered</u>	<u>Price to State</u>
Business Objects Software Support	10/1/12-9/30/13	\$41,543.00
Business Objects Software Support	10/1/13-9/30/14	\$45,696.00
Business Objects Software Support	10/1/14-9/30/15	\$50,267.00

### 5. Teradata Recurring Hardening Services Removal for FY13

The State is electing to forego the Teradata Recurring Hardening Services included in the '109 Contract for the period of October 1, 2012 – September 30, 2013 (FY13).

Below are the payment milestones to be removed as part of the revised Attachment 1B Payment Milestones:

2/8

<u>Description</u>	<u>Period Covered</u>	<u>Price to State</u>
Production System Recurring Hardening	10/1/12-9/30/13	\$120,663.00
Additional Recurring Hardening for DA Option	10/1/13-9/30/14	\$120,818.00

A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 009 and replaces the prior Attachment 1B Payment Milestones that formed an integral part of the '109 Contract. The revised Attachment 1B shows a net reduction to the total of all payment milestones of \$454,926.00.

The State can approve this Change Request Proposal 009 by issuing a Change Notice.

Except as expressly amended by this Change Request 009, all other terms and conditions of the '109 Contract remain in effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,

*David Wieber*

Point of Contact:

David Wieber  
Michigan Director of Operations  
Optum Government Solutions, Inc.

*Charlene A. Bonvissuto*

Charlene A. Bonvissuto (Dec 7, 2012)

Signer:

Charlene A. Bonvissuto  
Chief Operating Officer  
Optum Government Solutions, Inc.

3/8

## Attachment 1B (Revised)

Payment Milestones - 6 Year growth

Milestone	State of Michigan Fiscal Year						
	FY11	FY12	FY13	FY14	FY15	FY16	Total
Initial Training Subscription Plus Teradata Partners Conference	29,060						\$29,060.00
Contract Hardware and Software	9,597,979						\$9,597,979.00
Production System Production Migration Completion	\$243,311						\$243,311.00
5450 Deinstallation	\$34,255						\$34,255.00
Test System Production Migration Completion	\$84,452						\$84,452.00
5380 Deinstallation	\$34,755						\$34,755.00
TASM Services	\$45,910						\$45,910.00
DA Implementation Services - Architecture Planning and Design		\$55,926.00					\$55,926.00
DA Implementation Services - Configuration and Setup		\$74,568.00					\$74,568.00
DA Implementation Services - Detail Design and Implementation		\$167,779.00					\$167,779.00
DA Implementation Services - Additional Mentoring		\$	\$74,568.00				\$74,568.00
Protegrity Services	\$50,805						\$50,805.00
Ongoing TEN+ Membership plus Teradata Partner Conference		\$29,060.00	\$29,060.00	\$29,060.00	\$29,060.00		\$116,240.00
Production System Recurring Hardening		\$	\$	\$125,489.00	\$130,509.00		\$255,998.00
Additional Recurring Hardening for DA Option		\$	\$	\$125,651.00	\$130,677.00		\$256,328.00
Teradata Warehouse Miner Training Course 1	\$37,069						\$37,069.00
Teradata Warehouse Miner Training Course 2		\$37,069.00					\$37,069.00
On-Going Training	\$73,684	\$47,504.00	\$47,504.00	\$47,504.00	\$47,504.00		\$263,700.00
DataDirect Software Licenses - CR002	\$32,000						\$32,000.00
DataDirect Software Maintenance - CR002	\$6,600	\$7,660.00	\$8,420.00	\$9,260.00	\$10,190.00		\$42,130.00
Additional ODBC Software and Maintenance Support - CR007		\$15,650.00	\$3,480.00	\$3,810.00	\$4,190.00		\$27,110.00
Additional ODBC Software - CR008		\$3,200.00					\$3,200.00
AIX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002	\$15,827						\$15,827.00
AIX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002		\$34,821.00	\$	\$	\$	\$	\$34,821.00
BI Query Software License and Maintenance - CR003		\$161,799.06	\$88,581.96	\$97,442.76	\$107,185.07		\$455,008.85
Business Objects Software Maintenance - CR004		\$37,751.00	\$	\$	\$		\$37,751.00
JSURS Support - CR004		\$272,908.00	\$286,552.00	\$300,880.00	\$315,923.00		\$1,176,263.00
	3/1/11 - 9/30/11	10/1/11 - 9/30/12	10/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 2/29/16	
Warranty - Production System w/AWS Rack	\$267,568	\$191,120.00					\$458,688.00
Warranty - Test System w/AWS Rack	\$198,344	\$141,675.00					\$340,019.00
Warranty - Teradata Warehouse Miner	\$9,051	\$6,465.00					\$15,516.00
Warranty - Dual Active	\$55,319	\$39,514.00					\$94,833.00
On-Going Annual Maintenance - Disk Retention Option - CR 009			\$26,110.00	\$31,331.00	\$31,331.00	\$13,055.00	\$101,827.00
On-Going Annual Maintenance - Prod System w/AWS Rack		\$267,568.00	\$459,560.00	\$526,001.00	\$614,352.00	\$268,282.00	\$2,135,763.00
On-Going Annual Maintenance - Test System w/AWS Rack		\$198,344.00	\$340,733.00	\$368,755.00	\$435,631.00	\$195,567.00	\$1,539,030.00
On-Going Annual Maintenance - Teradata Warehouse Miner		\$9,051.00	\$15,516.00	\$15,516.00	\$15,516.00	\$6,465.00	\$62,064.00
On-Going Annual Maintenance - Dual Active		\$55,319.00	\$95,146.00	\$104,032.00	\$116,972.00	\$50,748.00	\$422,217.00
<b>Total</b>	<b>\$10,815,989</b>	<b>\$1,854,761.06</b>	<b>\$1,475,210.96</b>	<b>\$1,784,731.76</b>	<b>\$1,989,040.07</b>	<b>\$534,117.00</b>	<b>\$18,463,839.85</b>

Ad Board Approved Contract Amount: \$19,073,580.00  
Amount Remaining not allocated: \$619,740.15

4/8

## IRS Publication 1075 – Exhibit 7

Requirements for vendor based on Exhibit 7 of IRS Publication 1075

### I. PERFORMANCE

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) Notwithstanding the foregoing provisions, the State and Contractor hereby agree to the following clarification regarding Section I(1-9) above set forth in (a) below and the following additional safeguards in connection with ensuring compliance with IRS Publication 1075 set forth in (b) through (d) below:

5/8

- (a) Contractor shall only be obligated to comply with Sections I(1-9) above with respect to its obligations under the Contract to provide hardware, software and services.
- (b) The State shall be responsible for taking all steps reasonably necessary so that no federal tax information ("FTI") is transmitted to Contractor or to Contractor's previously approved subcontractor, Teradata Government Systems LLC ("Teradata") or to any person who is not an Authorized FTI Recipient (the "Non-Authorized FTI Recipients"), in connection with the provision of any of the products or services under this Contract, where such steps shall include, but not be limited to, the de-identification and/or removal of any FTI prior to sending any data available to Contractor or Teradata or to any Non-Authorized FTI Recipient. For purposes of this Section I(10), the term "Authorized FTI Recipient" shall mean any person described in Section I(8) and any employee of an approved subcontractor, provided that for either type of person, the State has authorized access to federal tax data information; additionally, the Contractor will maintain a list of subcontractor personnel for which the State has authorized access to federal tax data information [the "Authorized FTI Recipients". Also see Section I(8)].
- (c) If the State fails to fulfill the responsibility in Section I[10(b)], then Contractor shall notify the State in writing and destroy the FTI that has been received to fulfill its obligations under this contract. If Contractor fails to notify and destroy, then and only then shall the obligations set forth in Section I (9) shall apply.
- (d) Upon discovery by Contractor of a disclosure of federal tax information by Contractor or any other person (other than the State) to any Non-Authorized FTI Recipient, Contractor shall perform the following:
  - (1) Notify the Contract Compliance Inspector within twelve (12) hours of awareness;
  - (2) Document the specifics of the incident known at the time into a Data Incident Report, Treasury Form 4000;
  - (3) Email the data incident report to the [Treas\\_Security@michigan.gov](mailto:Treas_Security@michigan.gov) mailbox and Contract Compliance Inspector (reports must be sent electronically and encrypted via State approved encryption techniques. Contractor must use the term "Data Incident Report" in the subject line of the email).
- (e) With respect to I(8) above, the State will notify Contractor when the State has granted FTI access to any employee of Contractor or of an approved subcontractor so that Contractor is able to maintain and provide the list specified.

## II. CRIMINAL/CIVIL SANCTIONS:

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These

penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- a. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- b. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- c. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the recertification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Returns Information and Exhibit 5, RRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10). For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION:

7/8

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract will not be executed unless form is filed

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET** December 21, 2011  
**PROCUREMENT**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO.4**  
**TO**  
**CONTRACT NO. 071B1300109**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (517) 993-0929 David Wieber	
<b>Integrus Inc.</b> <b>12125 Technology Drive</b> <b>Eden Prairie, MN 55344</b> Email: <a href="mailto:David.Wieber@Optum.com">David.Wieber@Optum.com</a>		CONTRACTOR NUMBER/MAIL CODE	
		BUYER/CA (517) 241-1640 Mark Lawrence	
Contract Compliance Inspector: Mark Lawrence			
<b>DATA WAREHOUSE IMPLEMENTATION AND SERVICES</b>			
CONTRACT PERIOD: <b>5 yrs. + 2 one-year options</b> From: <b>November 16, 2010</b> To: <b>November 15, 2015</b>			
TERMS		SHIPMENT	
<b>N/A</b>		<b>N/A</b>	
F.O.B.		SHIPPED FROM	
<b>N/A</b>		<b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS			
<b>N/A</b>			
MISCELLANEOUS INFORMATION:			

**NATURE OF CHANGE(S):**

Per attached Proposals 005 and 006, the following changes are made to this contract:

- 1) Add a training course "Teradata Warehouse Miner Workshop" (\$37,069.00)
- 2) Remove the task "Production System Recurring Hardening FY12" (\$116,022.00)
- 3) Remove the task "Dual Active Implementation Services" FY12 (\$116,171.00)
- 4) Replace the FY11 two tasks "MSM Services" and "Dual Active Implementation Services" with four new tasks for FY12, "DA Implementation Services – Architecture Planning and Design, Configuration and Set up, Detail and Design and Implementation, and Additional Mentoring".

All other terms, conditions, pricing and specifications remains the same.

**AUTHORITY/REASON(S)**

Per vendor and agency agreement and the approval of DTMB Procurement.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$19,073,579.85**





822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 327-6700 | www.optuminsight.com

December 14, 2011

Ms. Carol Steele Sherman  
Director, Data Center Operations  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

**RE: CHANGE REQUEST PROPOSAL 005 FOR AN ADDITIONAL TERADATA WAREHOUSE MINER WORKSHOP UNDER CONTRACT No. 071B1300109**

Dear Carol:

The State of Michigan (the "State") has made a request for change to Contract No. 071B1300109 ("Change Request 005") asking Integris Inc., an OptumInsight company ("OptumInsight")<sup>1</sup> to provide a proposal for an additional Teradata Warehouse Miner Workshop that was delivered in September 2011. The additional workshop/training course constitutes "New Work", as that term is defined in our Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract").

In response to this Change Request 005, OptumInsight is pleased to provide the State with this Change Request Proposal for an additional Teradata Warehouse Miner Workshop (the "Change Request Proposal 005"). This Change Request 005 replaces and supersedes earlier versions dated July 25, 2011 and August 23, 2011.

#### **I. Description of the Scope Covered by this Change Request Proposal 005**

In so far as the additional Teradata Warehouse Miner Workshop is outside the scope of OptumInsight's current responsibilities under the '109 Contract, consistent with the provisions of Section 2.024 of the '109 Contract, the following describes the new Scope covered by this Change Request Proposal 005:

##### **Workshop/Course Description:**

##### **Teradata Warehouse Miner Workshop**

Course Number: 20685

Lecture/Lab

Teradata Warehouse Miner software is used to construct analytic models (also called data mining). This hands-on workshop provides an introduction to the Teradata Warehouse Miner software. Participants first learn about basic data mining terms and techniques and then work through a series of hands-on exercises intended to highlight the analytical techniques and other data manipulation functions that Teradata Warehouse Miner contains. If applicable, the instructor will also discuss how the Teradata Warehouse Miner Business Analytic Templates work, are implemented and customized using Teradata Warehouse Miner.

---

<sup>1</sup> The legal name of the Contractor under Contract No. 071B300109 is and remains "Integris Inc.". Integris Inc. has adopted the brand, "OptumInsight" and while no change has been made to the legal entity or its legal name, Integris Inc.'s go to market brand is OptumInsight, part of a larger Optum brand for a leading health services business.

This workshop covers the topics included in the Profiler, ADS Generator, and Analytic Algorithms courses.

### Topics

- For each of the data mining techniques and data manipulation functions provided in Teradata Warehouse Miner, the following information is discussed:
- Overview of Teradata Profiler functionality, including intro of the analysis types
- Detailed examination of each profiler analysis (values, frequency, histogram, statistical analysis, scatter plot, data explorer, overlap analysis, and correlation matrix) as well as exercises for each of these
- Introduction/Overview of the Teradata analytic strategy and the other components of the TWM software
- Simulated data quality analysis, applying the tools learned
- Overview of the analytic model development process and the role of analytic data sets
- Use of Teradata ADS generator software including detailed examination of variable creation and transformation capabilities
- Examination and Use of Teradata Warehouse Miner Analytic Algorithms
- Scoring data utilizing models developed with these techniques

### Audience

Data Warehouse Application Specialists and Data Warehouse Analytical Modelers.

### Prerequisites

- Basic Analytical skills
- Working knowledge of using arithmetic operators
- Introduction to the Teradata Database (Instructor-led (#25964), WBT (#26438))
- Teradata SQL (Instructor-led (#25965) or WBT (#31926)) desirable but not required

### Event Location

OptumInsight, via its subcontractor Teradata Government Systems LLC (the "Contractor"), will deliver the training services(s) to the State at a location designated and provided by the State in the Lansing, MI area. The State will be responsible for any facility rental fees and catering charges.

### Scheduling Requests Deadline

The Contractor will attempt to accommodate State scheduling requests but cannot guarantee dates until this Change Request 005 has been approved by the State in accordance with the terms set forth in this Change Request Proposal 005. The Contractor will hold requested dates that have been confirmed for training service(s) for five business day period but will release such dates if this Change Request 005 has not been accepted at the end of this period.

### Course Logistics

The State is responsible for:

- On-site classroom setup
- Hardware and software configuration for student labs
- Connectivity and setup of PC workstations for student labs
- Access to a non-production Teradata system, which is required for student labs

Upon receipt of this approved Change Request Proposal 005, OptumInsight will send a Logistics Worksheet to the designated State contact person. It is critical that the Logistics Worksheet is completed and quickly returned to OptumInsight for forwarding to the Contractor. The Contractor will then send the course Lab Set-up Instructions to the designated State contact person.

## Training Services

The Contractor will supply the following training service(s):

Training Services	Learning Deliverable
Instructor-led Training	Teradata on-site 5 day class for Teradata Warehouse Miner Workshop - 1 day of prep and 4 days of delivery
Total Number of students	Up to 12
Scheduled Date	Week of September 19, 2011
Charges	\$37,069
Notes:	Instructor travel and expenses are included in the price.

### Terms for Training Services.

All courses and courseware materials, on any medium, are the intellectual property of Teradata and protected under copyright laws. Courseware materials may not be duplicated or altered without written permission from Teradata. No portion of the class may be recorded.

### II. Terms by Which the State May Accept This Change Request Proposal 005:

In order to accept this Change Request Proposal 005 consistent with the terms applicable to Change Requests set forth in Sections 2.024 and 1.403 of the '109 Contract, prior to December 31, 2011, OptumInsight must receive a Contract Change Notice to the '109 Contract issued by the Department of Management and Budget, Purchasing Operations that references this Change Request Proposal 005. OptumInsight shall be entitled to invoice the State the charge set forth above upon receipt of the Change Notice against the State's Purchase Order 084N1300913 that has already been issued under the '109 Contract in lieu of the State using that Purchase Order to purchase and pay for the FY 2012 Recurring Hardening as set forth in Attachment 1 to the '109 Contract using that Purchase Order. A revised version of Attachment 1B with these updates is being submitted as part of Change Request 006 dated December 14, 2011..

All other terms and conditions of the '109 Contract remain in full force and effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:

David Wieber  
Michigan Director of Operations  
OptumInsight Government Solutions



Signer:

Mike Kelliher  
Vice President, Client Services  
OptumInsight Government Solutions



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 327-6700 | www.optuminsight.com

December 14, 2011

Ms. Carol Steele Sherman  
Director, Data Center Operations  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

**RE: CHANGE REQUEST PROPOSAL 006 TO REVISE THE DUAL ACTIVE IMPLEMENTATION PROJECT PAYMENT MILESTONES UNDER CONTRACT No. 071B1300109**

Dear Carol:

Integrus Inc., an OptumInsight company ("OptumInsight")<sup>1</sup> is making a request to the State of Michigan (the "State") for change to Contract No. 071B1300109 ("Change Request 006") to revise the payment milestones associated with the Dual Active Implementation Services that are part of the Post Implementation project as it believes that such revision will be of benefit to the State.

The Teradata Multi-Systems Management (TMSM) Implementation services and the Dual Active (DA) Implementation services have recently been merged into a single project plan for delivery to the State over the next 5 months covering the period of October 2011 through February 2012. As a result of the merging of TMSM and DA Implementation services, the original Contract billing milestones associated with these two deliverables is no longer applicable.

OptumInsight is please to provide the following proposal (the "Change Request Proposal 006"), which provides a revised plan to match the remaining payments with the new revised DA Implementation services.

#### **I. Description of the Scope Covered by this Change Request Proposal 006**

There are currently two payment milestones defined in Attachment 1B Payment Milestones for the TMSM and DA Implementation Services as follows:

"MSM Services" - \$110,622.00  
"Dual Active Implementation Services" - \$262,219.00

These Payment Milestones were defined under the original contract as separate lines items due to the fact that the Dual Active Services were defined as optional components in OptumInsight's original proposal and were subsequently selected by the State immediately prior to the Contract being signed.

By mutual agreement of the State and OptumInsight, and as part of the Project Planning for the Dual Active Implementation services, it was agreed that the TMSM and DA services would be merged into a single project plan and set of services to deliver what is now being termed collectively as the "Dual

---

<sup>1</sup> The legal name of the Contractor under Contract No. 071B1300109 is and remains "Integrus Inc.". Integrus Inc. has adopted the brand, "OptumInsight" and while no change has been made to the legal entity or its legal name, Integrus Inc.'s go to market brand is OptumInsight, part of a larger Optum brand for a leading health services business.



Active Implementation services". The Dual Active Implementation services will be delivered over the course of 20 weeks in FY 2012 rather than in FY 2011 as had originally been envisioned by the Contract, with the following four phases and durations:

Architecture Planning and Design	– 3 Weeks
Configuration and Setup	– 4 Weeks
Detail Design and Implementation	– 9 Weeks
Additional Mentoring	– 4 Weeks

A revised Attachment 1B is included below reflecting the modified payment milestones (shaded in gray associated with these phases so that the payment milestone amounts more closely correspond to the effort provided in each phase and where the invoices shall be issued during FY2012. The payment milestones in Attachment 1B have also been updated to reflect the addition of the second Data Warehouse Miner course added via Change Request 005 and removal of the FY2012 Hardening charges which were requested to be removed by the State as part of Change Request 005. The total Contract price is reduced by \$195,124.00 as a result of these Changes.

## II. Terms by Which the State May Accept This Change Request Proposal 006:

In order to accept this Change Request Proposal 006 consistent with the terms applicable to Change Requests set forth in Sections 2.024 and 1.403 of the '109 Contract, prior to December 31, 2011, OptumInsight must receive a Contract Change Notice to the '109 Contract issued by the Department of Management and Budget, Purchasing Operations, that references this Change Request Proposal 006.

All other terms and conditions of the '109 Contract remain in full force and effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:

David Wieber  
Michigan Director of Operations  
OptumInsight Government Solutions



Signer:

Mike Kelliher  
Vice President, Client Services  
OptumInsight Government Solutions



# Attachment 1B (Revised)

Payment Milestones - 5 Year growth

Milestone	State of Michigan Fiscal Year						Total
	FY11	FY12	FY13	FY14	FY15	FY16	
Initial Training Subscription Plus Teradata Partners Conference	29,060.00						29,060.00
Contract Hardware and Software	9,597,979.00						9,597,979.00
Production System Production Migration Completion	243,311.00						243,311.00
5450 Deinstallation	34,255.00						34,255.00
Test System Production Migration Completion	84,452.00						84,452.00
5380 Deinstallation	34,755.00						34,755.00
TASM Services	45,910.00						45,910.00
DA Implementation Services - Architecture Planning and Design		55,928.00					55,928.00
DA Implementation Services - Configuration and Setup		74,568.00					74,568.00
DA Implementation Services - Detail Design and Implementation		167,779.00					167,779.00
DA Implementation Services - Additional Mentoring		74,568.00					74,568.00
Protegrity Services	50,805.00						50,805.00
Ongoing TEN+ Membership plus Teradata Partner Conference		29,060.00	29,060.00	29,060.00	29,060.00		116,240.00
Production System Recurring Hardening		-	120,663.00	125,489.00	130,509.00		376,661.00
Additional Recurring Hardening for DA Option		-	120,818.00	125,651.00	130,677.00		377,146.00
Teradata Warehouse Miner Training Course 1	37,069.00						37,069.00
Teradata Warehouse Miner Training Course 2		37,069.00					37,069.00
On-Going Training	73,684.00	47,504.00	47,504.00	47,504.00	47,504.00		263,700.00
DataDirect Software Licenses - CR002	32,000.00						32,000.00
DataDirect Software Maintenance - CR002	6,600.00	7,660.00	8,420.00	9,260.00	10,190.00		42,130.00
AIX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002	15,827.00						15,827.00
AIX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002		34,921.00	38,303.00	42,134.00	46,347.00	50,981.00	212,586.00
BI Query Software License and Maintenance - CR003		161,799.06	88,561.96	97,442.76	107,185.07		455,008.85
Business Objects Software Maintenance - CR004		37,751.00	41,543.00	45,697.00	50,267.00		175,258.00
JSURS Support - CR004		272,908.00	288,552.00	300,880.00	315,923.00		1,178,263.00
	3/1/11 - 9/30/11	10/1/11 - 9/30/12	10/1/12 - 9/30/13	10/1/13 - 9/30/14	10/1/14 - 9/30/15	10/1/15 - 2/29/16	
Warranty - Production System w/AWS Rack	267,568.00	191,120.00	-	-	-	-	458,688.00
Warranty - Test System w/AWS Rack	198,344.00	141,875.00	-	-	-	-	340,019.00
Warranty - Teradata Warehouse Miner	9,051.00	6,465.00	-	-	-	-	15,516.00
Warranty - Dual Active	55,319.00	39,514.00	-	-	-	-	94,833.00
On-Going Annual Maintenance - Prod System w/AWS Rack		267,568.00	459,560.00	526,001.00	614,352.00	268,282.00	2,135,763.00
On-Going Annual Maintenance - Test System w/AWS Rack		198,344.00	340,733.00	368,755.00	435,831.00	195,567.00	1,539,030.00
On-Going Annual Maintenance - Teradata Warehouse Miner		9,051.00	15,516.00	15,516.00	15,516.00	6,465.00	62,064.00
On-Going Annual Maintenance - Dual Active		55,319.00	95,146.00	104,032.00	116,972.00	50,748.00	422,217.00
<b>Total</b>	<b>\$ 10,815,989.00</b>	<b>\$ 1,910,469.06</b>	<b>\$ 1,692,399.96</b>	<b>\$ 1,837,421.76</b>	<b>\$ 2,050,133.07</b>	<b>\$ 572,043.00</b>	<b>\$ 18,878,455.85</b>

**STATE OF MICHIGAN**  
**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET** November 17, 2011  
**PROCUREMENT**  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO.3**  
**TO**  
**CONTRACT NO. 071B1300109**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE (517) 993-0929 David Wieber
<b>Integrus Inc.</b> <b>12125 Technology Drive</b> <b>Eden Prairie, MN 55344</b> <b>Email: <a href="mailto:David.Wieber@Optum.com">David.Wieber@Optum.com</a></b>		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1640 <b>Mark Lawrence</b>
Contract Compliance Inspector: Mark Lawrence <b>DATA WAREHOUSE IMPLEMENTATION AND SERVICES</b>		
CONTRACT PERIOD: <b>5 yrs. + 2 one-year options</b> From: <b>November 16, 2010</b> To: <b>November 15, 2015</b>		
TERMS	<b>N/A</b>	SHIPMENT
F.O.B.	<b>N/A</b>	SHIPPED FROM
MINIMUM DELIVERY REQUIREMENTS	<b>N/A</b>	
MISCELLANEOUS INFORMATION:		

**NATURE OF CHANGE(S):**

Per attachment, funding has been added for BIQUERY Software in the amount of \$455,008.85. All other terms, conditions, pricing and specifications remains the same.

**AUTHORITY/REASON(S)**

Per contractor request, agency concurrence, and Ad Board approval on 11/15/2011

**INCREASE: \$455,008.85**

**TOTAL REVISED ESTIMATED CONTRACT VALUE: \$19,073,579.85**

unit license price in Section II below for any new BI Query Software Licenses ordered after December 21, 2011 are subject to modification by OptumInsight if the amounts quoted by Open Text to OptumInsight for new BI Query Software Licenses as of the date of this Change Request Proposal 003 for FY2013, FY2014 and/or FY2015 increases by more than ten percent (10%) year over year. In such event, OptumInsight shall issue a revised quote to the State reflecting the revised unit rates and such revised rates shall be deemed to have amended this Change Request Proposal 003.

### 1.2 BI Query Software Support

During the BI Query Software Support Term defined in Section 1.3 below, OptumInsight, acting through its subcontractor, Open Text, shall provide "Standard Support" for the BI Query Software. The scope of what constitutes "Standard Support" is set forth in Exhibit B attached hereto and incorporated by reference herein ("Exhibit B").

### 1.3 BI Query Software Support Term

The term during which OptumInsight shall provide BI Query Software Support (the "BI Query Software Support Term") shall commence October 1, 2011 and continues for an initial term ending twelve (12) months thereafter (the "Initial BI Query Support Term"), provided that OptumInsight receives a purchase order for the charge set forth in Section II below corresponding to the Initial BI Query Support Term on or before December 21, 2011. The BI Query Support Term shall renew for successive twelve (12) month renewal terms (the "Renewal BI Query Support Term(s)"), provided that on or before October 15 of SFY 2013, 2014 and 2015, OptumInsight has received a purchase order from the State for the charge set forth in Section II below corresponding to the applicable Renewal BI Query Support Term. Notwithstanding the foregoing:

- (a) The State shall have the right to issue one or more purchase order(s) that cover more than the Initial BI Query Support Term or more than one (1) Renewal BI Query Support Term, provided that the charge set forth in any purchase order issued by the State includes the total fee(s) set forth in Section II below corresponding to the duration of the purchase order;
- (b) OptumInsight, with support from its subcontractor Open Text, will issue a revised quote on a yearly basis, prior to the Renewal BI Query Support Term, reflecting revised unit rates and total charges for Standard Support of the BI Query Software, consistent with the actual rate of increase from the subcontractor, Open Text, where such revised rates shall be deemed to have amended this Change Request Proposal 3. The charges in Section II below have been presented based on a maximum increase in rates of 10% per year; and
- (c) OptumInsight shall have the right to terminate the BI Query Software Support either (i) at the end of the Initial BI Query Support Term or a Renewal BI Query Support Term or (ii) at any point in time during the BI Query Support Term effective upon written notice to the State if (x) OptumInsight's subcontractor, Open Text, no longer provides such BI Query Software Support or (y) Open Text changes the applicable support charge discount offered to OptumInsight for the BI Query Software for a Renewal BI Query Support Term from that quoted to OptumInsight as of the date of this Change Request Proposal 003 and the State elects not to accept the corresponding change in support charge from OptumInsight by October 15 of the applicable State Fiscal Year covered by OptumInsight's quotation.

In the event that the BI Query Software Support is terminated prior to the end of the BI Query Support Term and if the State has paid OptumInsight a fee that covers a portion of time following the effective date of termination, then OptumInsight shall refund to the State a prorated amount of any prepaid charges or grant the State a credit, at OptumInsight's sole discretion, but only if and to the extent OptumInsight is entitled to a prorated refund of the fee it has paid to Open Text.



## II. Charges

The charges for the new BI Query Software License and BI Query Software Support described in this Change Request Proposal 003 is set forth below, where such charges are subject to adjustment as defined in Section I above:

Fiscal Year	Agency	Product Description	Unit Price	Quantity	Total Amount	
FY2012	DCH	BI Query Admin Existing Support	\$292.22	1	\$292.22	
		BI Query User Existing Support	\$101.60	545	\$55,372.00	
		BI Query User New License	\$630.00	120	\$75,600.00	
		BI Query User New Support	\$126.00	120	\$15,120.00	
	<b>FY 2012 DCH Total</b>					<b>\$146,384.22</b>
	Treasury	BI Query Admin Existing Support	\$292.22	2	\$584.44	
		BI Query User Existing Support	\$101.60	77	\$7,823.20	
		BI Query User New License	\$630.00	9	\$5,670.00	
		BI Query User New Support	\$126.00	9	\$1,134.00	
	<b>FY 2012 Treasury Total</b>					<b>\$15,211.64</b>
	DTMB	BI Query User Existing Support	\$101.60	2	\$203.20	
		<b>FY 2012 DTMB Total</b>				
	<b>FY 2012 Total</b>					<b>\$161,799.06</b>
	FY2013	DCH	BI Query Admin Existing Support	\$321.44	1	\$321.44
BI Query User Existing Support			\$111.76	545	\$60,909.20	
BI Query User New Support			\$138.60	120	\$16,632.00	
<b>FY 2013 DCH Total</b>					<b>\$77,862.64</b>	
Treasury		BI Query Admin Existing Support	\$321.44	2	\$642.88	
		BI Query User Existing Support	\$111.76	77	\$8,605.52	
		BI Query User New Support	\$138.60	9	\$1,247.40	
<b>FY 2013 Treasury Total</b>					<b>\$10,495.80</b>	
DTMB		BI Query User Existing Support	\$111.76	2	\$223.52	
		<b>FY 2013 DTMB Total</b>				
<b>FY 2013 Total</b>					<b>\$88,581.96</b>	
FY2014		DCH	BI Query Admin Existing Support	\$353.58	1	\$353.58
			BI Query User Existing Support	\$122.94	545	\$67,002.30
			BI Query User New Support	\$152.46	120	\$18,295.20
	<b>FY 2014 DCH Total</b>					<b>\$85,651.08</b>
	Treasury	BI Query Admin Existing Support	\$353.58	2	\$707.16	
		BI Query User Existing Support	\$122.94	77	\$9,466.38	
		BI Query User New Support	\$152.46	9	\$1,372.14	
	<b>FY 2014 Treasury Total</b>					<b>\$11,545.68</b>
	DTMB	BI Query User Existing Support	\$123.00	2	\$246.00	
		<b>FY 2014 DTMB Total</b>				
	<b>FY 2014 Total</b>					<b>\$97,442.76</b>
	FY2015	DCH	BI Query Admin Existing Support	\$388.94	1	\$388.94
			BI Query User Existing Support	\$135.23	545	\$73,700.35
			BI Query User New Support	\$167.71	120	\$20,125.20
<b>FY 2015 DCH Total</b>					<b>\$94,214.49</b>	
Treasury		BI Query Admin Existing Support	\$388.94	2	\$777.88	
		BI Query User Existing Support	\$135.23	77	\$10,412.71	
		BI Query User New Support	\$167.71	9	\$1,509.39	
<b>FY 2015 Treasury Total</b>					<b>\$12,699.98</b>	
DTMB		BI Query User Existing Support	\$135.30	2	\$270.60	
		<b>FY 2015 DTMB Total</b>				
<b>FY 2015 Total</b>					<b>\$107,185.07</b>	



Four Year Total - \$455,008.85

Maximum Pricing for new license and maintenance purchases (subject to adjustment as described in Section I above):

Fiscal Year	Product Description	Unit License Price	Unit Annual Support Price
2012	BI Query Admin	\$1,800.00	\$360.00
	BI Query User	\$630.00	\$126.00
2013	BI Query Admin	\$1,980.00	\$396.00
	BI Query User	\$693.00	\$138.60
2014	BI Query Admin	\$2,178.00	\$435.60
	BI Query User	\$762.30	\$152.46
2015	BI Query Admin	\$2,395.80	\$479.16
	BI Query User	\$838.53	\$167.71

### III. Terms by Which the State May Accept This Change Request Proposal 003 for BI Query Software License and Support

In order to accept this Change Request Proposal 003 for new BI Query Licenses and Support consistent with the terms applicable to Change Requests set forth in Sections 2.024 and 1.403 of the '109 Contract, OptumInsight must receive the following by the dates indicated below:

1. A Signed Contract Change Notice to the '109 Contract that references this Change Request 003 Proposal and increases the Contract Value of the '109 Contract by \$455,008.85, that must be received by OptumInsight no later than December 21, 2011; and
2. A purchase order, with line items totaling \$161,799.06 to cover the new BI Query Software Licenses in the quantity described above for the State's 2012 Fiscal Year and BI Query Software Support for at least the Initial BI Query Support Term, which must be received by OptumInsight no later than December 21, 2011.

By approving this proposal, the State shall be deemed to have approved Open Text as an OptumInsight subcontractor.

All other terms and conditions of the '109 Contract remain in full force and effect.



Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,

A handwritten signature in blue ink that reads "David Wieber".

Point of Contact:

David Wieber  
Michigan Director of Operations  
OptumInsight Government Solutions

A handwritten signature in blue ink that reads "Mike Kelliher".

Authorized Signer:

Mike Kelliher  
Vice President, Client Services  
OptumInsight Government Solutions



## Exhibit A

### LIVELINK END USER LICENSE AGREEMENT

This Livelink End User License Agreement ("EULA") is between Open Text Corporation, 275 Frank Tompa Drive, Waterloo, Ontario, Canada, N2L 0A1 ("OTC") and the State of Michigan ("the State"), 515 Westshire Dr, Lansing, MI 48917 ("Licensee"). Livelink and its related developer and modules is an OTC collaborative management software program used in web based intranets, extranets, and e-business applications. Licensee desires to obtain from OTC, and OTC desires to grant to Licensee, certain non exclusive licenses to use the specific Livelink software, documentation, and other OTC intellectual property described in this EULA. Accordingly, in consideration of the mutual promises contained herein and of other good and valuable consideration, OTC and the Licensee agree as follows:

#### 1.0 DEFINITIONS

**"Applicable Taxes"** shall have the meaning set out in Section 13 hereof;

**"Client Module(s)"** means each software client module licensed by OTC to Licensee hereunder, together with all Support Software related thereto licensed by OTC to Licensee hereunder;

**"Client Named User(s)"** means an individual employee of the Licensee which: a) uses a unique login name/password combination assigned to such individual by the Licensee to access and/or use Client Module(s), and b) is authorized by a Client Named User License to access and/or use a Client Module;

**"Client Named User License"** means an OTC license purchased by Licensee hereunder authorizing: (a) Licensee to install a specific Client Module on one Desktop; and (b) one Client Named User to access and use all available functions within such Client Module on such Desktop;

**"Derivative Work"** means: (a) any modification, change, translation, addition, enhancement, extension, upgrade, update or improvement of the Software, (b) any work resulting from the porting of the Software to a different operating environment or platform, (c) any new software program based on (i) the Software or any identifiable portion of the Software or (ii) the Software or any identifiable portion of the Software as combined with any other new or pre-existing works, and/or (d) any other work constituting a derivative of the Software under applicable copyright laws;

**"Desktop(s)"** means a standalone computer operated by Licensee;

**"Developer Software"** means each software development program licensed by OTC to Licensee hereunder, together with all Support Software related thereto licensed by OTC to Licensee hereunder;

**"Developer User(s)"** means an individual authorized by a Developer User License to access and/or use Developer Software;

**"Developer User License(s)"** means an OTC license purchased by Licensee hereunder authorizing: (a) Licensee to install Developer Software on one Desktop; and (b) one Developer User to access and use all available functions within such Developer Software on such Desktop;

**"Documentation"** means all documentation licensed by OTC to Licensee hereunder, including such documentation as is: (a) authorized by OTC for general release to OTC licensees of the Software; and/or (b) provided to Licensee under an OTC maintenance and/or support program related to the Software; whether in printed, electronic, on-line, and/or other format;

**"Extranet"** means a private external network operated by Licensee on a Server which is used to share information contained on Licensee's intranet with external third parties over the Internet;

**"Livelink"** means: (a) all Livelink server application software licensed by OTC to Licensee hereunder; (b) each Server Module licensed by OTC to Licensee hereunder; and (c) all Support Software related thereto licensed by OTC to Licensee hereunder. Specifically excluded from the definition of "Livelink" are any and all Client Module(s);

**"Object(s)"** means each work created and/or stored within Livelink, including without limitation, a document, folder, project, and discussion;

**"Personal Workspace"** means a separate working area created within Livelink and assigned to a specific Standard Named User;



**"Server(s)"** mean a network server operated by Licensee;

**"Server Module(s)"** means each software server module licensed by OTC to Licensee hereunder, together with all Support Software related thereto licensed by OTC to Licensee hereunder;

**"Software"** means any and all Developer Software, Livelink, Client Module(s), Documentation, Support Software, and other intellectual property licensed by OTC hereunder, including each update, upgrade, and/or new version of same licensed hereunder, all source code and object code licensed hereunder, and all copies thereof made by Licensee; **"Standard Named User(s)"** means an individual employee of the Licensee which: a) uses a unique login name/password combination assigned to such individual by the Licensee to access and/or use Livelink, and b) is authorized by a Standard Named User License to access and/or use Livelink;

**"Standard Named User License"** means an OTC license purchased by Licensee hereunder authorizing one Standard Named User to: (a) access and/or use Livelink; (b) have a Personal Workspace; (c) create, modify, and/or delete Object(s); and (d) participate in any Workflow;

**"Support Software"** means all maintenance and/or support software related to the Software provided to Licensee pursuant to an OTC maintenance and/or support program, together with all related Documentation provided to Licensee pursuant to such OTC program;

**"Workflow"** means using Livelink to attempt to automate a business process or processes;

**"Term"** means the term of this EULA as described in Section 19 hereof.

## 2.0 **OWNERSHIP OF THE SOFTWARE**

2.1 **Ownership.** The Software is protected by Canadian, U.S., and international copyright laws and treaties, as well as other laws and treaties. None of the Software is being sold. Except for those non exclusive licenses granted by OTC to Licensee in this EULA, all ownership, license, intellectual property, and other rights and interests in, and to, the Software shall remain solely with OTC and/or OTC's licensors.

## 3.0 **NON EXCLUSIVE DEVELOPER SOFTWARE LICENSE**

3.1 **Developer Software.** For each Developer User License purchased by Licensee hereunder, OTC grants to Licensee a non-exclusive, non assignable, and non-transferable worldwide license during the Term to install and execute the object code version of the Developer Software licensed hereunder on one Desktop, and to authorize one Developer User to access and/or use same on such Desktop and to use related Documentation, for the sole purpose of Licensee preparing modifications: (a) to Livelink if Livelink SDK, Livelink Activator For CORBA Development Toolkit, or Livelink Activator For SAP R/3 are licensed hereunder; (b) to myLivelink if myLivelink Widget Development Toolkit is licensed hereunder; (c) to Livelink Desktop if Livelink Desktop Development Toolkit is licensed hereunder; and/or (d) to such other portions of the Software and on such terms as OTC may specify in writing.

3.2 **User Restrictions.** Only Developer User(s) may access and/or use Developer Software and/or related Documentation licensed hereunder. No other party shall access and/or use any of same.

3.3 **Ownership.** As between Licensee and OTC, Licensee shall, subject to Section 3.5 below, own all software prepared by Licensee using Developer Software ("**Licensee Software**") except such portions of same which consist of Software which portions shall be excluded from the definition of "Licensee Software, shall remain solely owned by OTC and/or OTC's licensors, and shall be used by Licensee in accordance with the terms of this EULA for the sole purpose of Licensee conducting Licensee's internal business operations and not for any other purpose (including redistribution). In the event that the Licensee distributes or markets the Licensee Software, the Licensee may, in certain cases, be required to purchase additional runtime licenses from OTC to install and execute certain modified versions of the Software prepared by Licensee.

3.4 **Indemnification.** Intentionally Omitted.

3.5 **No Restriction and License-Back.** Open Text and Open Text's licensors shall have the right, at all times, to independently conceive, prepare, own, promote, market, use, license, sublicense, modify, enhance, maintain, support, assign, and/or sell their own respective modifications, enhancements, and/or improvements to the Software, new software products which are based upon the Software in whole or in part, and/or entirely new software products (individually and collectively "**Open Text Software**") regardless of whether such Open Text Software is identical, substantially similar, or



similar, to Licensee Software. Licensee grants to Open Text and to Open Text's licensors a non exclusive, perpetual, worldwide, irrevocable, royalty free, assignable, sub-licensable license in relation to the Licensee Software sufficient to and for the purpose of ensuring that OTC and/or OTC's licensors do not infringe any of Licensee's ownership, intellectual property, and/or other rights in the Licensee Software through the exercise by Open Text and/or by Open Text's licensors of any of their respective rights described in this Section 3.5 above. Notwithstanding the preceding sentence, the Licensee is under no obligation to disclose the Licensee Software to OTC.

#### **4.0 NON EXCLUSIVE LIVELINK LICENSE**

**4.1 Livelink.** If Livelink is licensed by OTC to Licensee hereunder, OTC grants to Licensee, subject to Licensee purchasing each Standard User License required under the provisions of this EULA, a non-exclusive, non assignable, and non-transferable worldwide license during the Term to: (a) copy, install, and execute as many copies of the object code version of Livelink on as many Server(s) as Licensee desires; and (b) use related Documentation; for the sole purpose of Licensee conducting Licensee's internal business operations and not for any other purpose (including redistribution).

**4.2 User Restrictions.** Prior to any individual accessing and/or using Livelink and/or related Documentation licensed to Licensee under this EULA, Licensee shall first purchase the appropriate Standard User License for such individual. Only Standard Named User(s) shall access and/or use Livelink and/or related Documentation licensed to Licensee hereunder, including, if Licensee so authorizes, through an Extranet operated by, or for, Licensee. No other party or parties shall access and/or use Livelink and/or related Documentation licensed hereunder.

**4.3 Second User License.** Prior to: (a) each additional user login name/password combination being concurrently issued to a Standard Named User; and/or (b) a Standard Named User concurrently logging into a different Livelink login screen to access a database resident on a different Livelink installation; Licensee must purchase an additional Standard User License for such Standard Named User and allocate such additional Standard User License to such Standard Named User.

#### **5.0 NON EXCLUSIVE CLIENT MODULE LICENSE**

**5.1 Client Module(s).** For each Client Named User License purchased by Licensee hereunder, OTC grants to Licensee a non-exclusive, non assignable, and non-transferable worldwide license during the Term to: (a) install and execute the object code version of the Client Module licensed to Licensee hereunder on one Desktop; and (b) authorize one Client Named User to access and/or use the Client Module on such Desktop and use related Documentation; for the sole purpose of Licensee conducting Licensee's internal business operations and not for any other purpose (including redistribution).

**5.2 User Restrictions.** Only Client Named User(s) shall access and/or use Client Module(s) and/or related Documentation licensed hereunder. No other party or parties shall access and/or use Client Module(s) and/or related Documentation licensed hereunder.

#### **6.0 USER LICENSE PROVISIONS**

**6.1 User License Requirement.** Prior to any individual accessing and/or using any of the Software licensed by OTC hereunder, Licensee shall first purchase the appropriate Developer User License, Standard Named User License, and/or Client Named User License for such individual from OTC and allocate such user license to such individual by means of a record system maintained by Licensee. Each Developer User, Standard Named User, and/or Client Named User shall comply with all of the terms of the particular OTC user license allocated to such party by Licensee pursuant to this EULA. Inactive or disabled user licenses are deemed to be valid user licenses and shall be considered formally allocated until such time as such user licenses are reallocated pursuant to the provisions of section 6.2 below, or are terminated in accordance with the provisions of this EULA. Such inactive or disabled user licenses shall be deemed to be equivalent to the Licensee's other user licenses and shall be counted as such in any audit or accounting of the Licensee's user licenses. For greater certainty, the fact that the Licensee considers that a user license is inactive or disabled, does not permit the Licensee to allow another individual to use the Software.

**6.2 Reallocation.** No individual user license purchased hereunder may be allocated, or shared, among more than one individual. If any Developer User, Standard Named User, and/or Client Named User no longer requires access to, nor any use of, the Software on a permanent basis, Licensee may reallocate such individual's OTC user license(s) to another individual by means of a record system maintained by Licensee. Upon such reallocation, the Licensee must fully and permanently delete the



user account associated with the original user.

## **7.0 AUTOMATED VERIFICATION**

**7.1 Automated Verification.** LICENSEE ACKNOWLEDGES THAT THE SOFTWARE CONTAINS A SOFTWARE KEY TO PREVENT UNAUTHORIZED INSTALLATION AND MAY CONTAIN DEVICES TO MONITOR COMPLIANCE WITH LICENSEE'S USER LICENSE OBLIGATIONS UNDER THIS EULA.

## **8.0 US GOVERNMENT END USERS RESTRICTED RIGHTS LEGEND**

**8.1 Restricted Rights Only.** If the Software is being licensed directly or indirectly on behalf of the United States ("U.S.") Government, the following shall apply. For civilian agencies and departments: the Software was developed at private expense and is "restricted computer software" submitted with restricted rights in accordance with subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 and its successors, and it is unpublished and all rights are reserved under the copyright laws of the U.S. For units of the Department of Defense, the Software is "commercial computer software" and "commercial computer software documentation" under the Rights in Computer Software and Computer Software Documentation clause of DFAR 227.7202-3 (a) and its successors, and all use, duplication or disclosure is subject to the license and restrictions set forth in this EULA.

## **9.0 AUTHORIZED COPIES**

**9.1 Documentation.** Licensee shall not modify the Documentation in any manner. Licensee may make copies of the Documentation provided: (a) the number of copies made does not exceed the number of individual user licenses purchased by Licensee hereunder; (b) each copy is only disclosed to, and used by, a Developer User, Standard Named User, and/or Client Named User for the purpose of using Software pursuant to this EULA (and not for redistribution); and (c) no such copy is distributed and/or used to conduct training for which Licensee, or any other party, receives a fee. Licensee shall not copy OTC's Livelink SDK System Schema Reference document if it is provided to Licensee.

**9.2 Software.** Licensee may make one complete copy of the Software for backup purposes only. Subject to Section 4.1 above, no other copies of the Software shall be made by or for Licensee. Licensee shall: (a) assign an identifier number to each copy of the Software made by Licensee; and (b) maintain a system sufficient to track the: (i) Server; (ii) Desktop; and/or (iii) location; of each such copy. Each copy of the Software (and/or Documentation) made by Licensee hereunder must contain the same copyright and other proprietary notices that appear on the original copy of same provided to Licensee hereunder.

## **10.0 RESTRICTIONS**

**10.1 General Restrictions.** Licensee shall not: (a) assign, transfer, and/or redistribute the Software to any party in whole or in part; (b) rent, time share, or operate a service bureau with respect to the Software; (c) charge a fee to any party for access to and/or use of the Software; and/or (d) install, use, and/or make available the Software for any online application service provider business, internet service provider business, or other online software rental business. Licensee shall not publish or disclose results of any benchmark or other test run on the Software without OTC's prior written consent. Except as authorized herein, Licensee shall not grant any sublicense to any party or parties to access and/or use the Software. Licensee shall not use the Software for the on-line control of aircraft, air traffic, aircraft navigation, or aircraft communications, or in the design, construction, operation or maintenance of any nuclear facility, or for medical or surgical applications, or any other application in which failure could create a situation where personal injury or death could occur. Licensee shall not modify any of the Software except as authorized herein, nor adapt, translate, reverse engineer, decompile, disassemble, and/or otherwise attempt to discover the source code of the Software, nor take any other steps to discover the confidential information and/or trade secrets contained in the Software.

**10.2 Derivative Works.** Licensee is prohibited from creating any Derivative Works except those Derivative Work which are created exclusively through development tools which are included with the Developer Software licensed pursuant to Section 3.1 of this EULA.

**10.3 Interfacing and Interactive Software.** Except for Licensee Software which interfaces with or interacts with the Software exclusively through application program interfaces licensed to Licensee pursuant to Section 3.1 of this EULA, the Licensee is prohibited from creating any software products that interface with, or are interactive with, the Software.



## **11.0 ORDERING SOFTWARE AND USER LICENSES FROM OTC**

**11.1 OTC Pricing.** OTC charges different license fees to license Developer Software, Livelink server software, each Server Module, and/or each Client Module pursuant hereto. OTC reserves the right to change its license and/or other fees at any time or times. No such change shall apply to any license purchased by Licensee prior to change.

**11.2 Risk of Loss.** Title to the physical media containing the Software and all risk of loss for such media and Software shall pass to Licensee upon delivery by OTC of same to the shipping dock of the OTC facility shipping same ("Delivery Point"), at which Delivery Point the Software shall be deemed to have been delivered to the Licensee and Licensee shall be deemed to have accepted same. In the event that such physical media is lost or damaged prior to the Licensee obtaining actual physical possession of same, OTC shall immediately provide a replacement copy of said physical media free of charge. None of the Software is being sold by OTC, either in whole or in part.

## **12.0 OTC SUPPORT**

**12.1 OTC Support Program(s).** Licensee may purchase such standard maintenance and/or support program(s) related to the Software as OTC generally makes available. Unless otherwise specified by OTC in writing, all Support Software and related Documentation provided to Licensee pursuant to an OTC maintenance and/or support program shall be licensed to Licensee under this EULA. If Licensee fails to pay any fees to OTC when due, OTC may suspend all maintenance and support.

## **13.0 LICENSEE FEES AND PAYMENT TO OTC**

**13.1 Timely Payment To OTC.** The licenses granted in this EULA are conditional upon Licensee making timely and complete payment to OTC of all license fees and other amounts due to OTC hereunder, as well as Licensee making payment of all Applicable Taxes. Licensee shall make timely and complete payment to: (a) OTC of all license fees and other amounts due to OTC hereunder; and (b) the appropriate government authority of all country, federal, provincial, state, municipal, and other government excise, import, customs, sales, use, consumption, goods and services, property, value-added, internet, online, e-commerce, and other duties, levies and taxes of every kind arising out of this EULA, whether imposed on the Software or otherwise and regardless of whether any or all of same exist as at the date of execution of this EULA by OTC and Licensee ("**Effective Date**") or are imposed thereafter, except such taxes as may be imposed on OTC's income ("**Applicable Taxes**"). If OTC is obligated to pay any Applicable Taxes on behalf of Licensee, Licensee shall reimburse OTC in full for same promptly following receipt of OTC's invoice for same.

**13.2 Over Usage.** OTC may, at any time or times, estimate and invoice Licensee for any and all license fees and other amounts payable by Licensee to OTC as a result of any access and/or use of the Software by, or through, Licensee in excess of the number and/or type of OTC individual user and/or other licenses purchased by Licensee from OTC under this EULA. Licensee shall make timely and complete payment to OTC of all such license fees and other amounts invoiced by OTC. Each invoicing and/or receipt by OTC of such license fees and/or other amounts shall be without prejudice to any rights and/or remedies which OTC may possess under this EULA, at law, in equity, and/or otherwise.

**13.3 Amounts Not Included.** All Applicable Taxes, freight, insurance, and brokerage fees pertaining to Software licensed hereunder shall be in addition to each of the license fees and other amounts due to OTC under this EULA and shall be paid by Licensee to OTC in full. All license fees and other amounts due to OTC under this EULA are payable to OTC in US dollars.

**13.4 Invoicing And Payment.** OTC will invoice Licensee: (a) for Software licensed under this EULA upon shipment of same to the Delivery Point; and (b) from time for time for all license fees and other amounts due to OTC under this EULA. All license fees and other amounts due to OTC hereunder shall become payable by Licensee to OTC upon Licensee's receipt of OTC's invoice for same. Each license fee and/or other amount due to OTC under this EULA which is not paid in full to OTC within 30 days following its due date shall bear interest at a rate of 1.5% per month (18% per annum) or the maximum amount allowed by law, if less, on such unpaid portion until fully paid.

## **14.0 BOOKS, RECORDS, AND AUDITS**

**14.1 Audit.** Throughout the Term and for 12 months thereafter: (a) Licensee shall maintain electronic records sufficient for OTC to confirm that Licensee has complied with its user license obligations under Section 3 through Section 8 inclusive of this EULA; (b) Licensee shall make available to OTC from time to time, but not more than once per year, upon OTC's request, copies of Licensee's



Livelink and Client Module login accounts; (c) OTC may, from time to time, but not more than once per year, audit Licensee's records and computer systems to ensure Licensee has complied with its obligations to OTC hereunder, and (d) Licensee shall promptly and accurately complete and return any OTC supplied self-audit questionnaire along with a certification by an officer of Licensee confirming that Licensee's responses to the questionnaire accurately and fully reflect Licensee's usage of the Software.. If necessary to comply with applicable privacy legislation, Licensee shall obtain written consent from each Standard Named User, Client Named User and Developer User authorizing release to OTC of all such information for the purposes stated above.

**14.2 Conduct.** Each audit shall be conducted during regular business hours at Licensee's facilities and shall not interfere unreasonably with Licensee's business. OTC shall provide Licensee with prior notice of each audit. Licensee shall co-operate with OTC's audit team, provide access to Licensee records, and allow OTC to make and remove copies of Licensee records for the above purposes.

**14.3 Noncompliance.** If any audit reveals that Licensee has failed to comply with any provision in this EULA, Licensee shall promptly: (a) remedy such noncompliance; and (b) make payment to OTC of all audit and other costs incurred by OTC in performing such audit.

#### **15.0 INTENTIONALLY DELETED**

#### **16.0 LIMITED WARRANTIES**

**16.1 Limited Media Warranty.** OTC warrants to Licensee that the media on which the Software is delivered to Licensee will be free from defects in materials and workmanship under normal use for sixty (60) days from the date of first delivery of same to Licensee under this EULA. OTC's entire liability to Licensee, and Licensee's sole remedy against OTC, for each breach of the warranty contained in this Section 16.1 is limited to requiring OTC to replace the defective media without charge.

**16.2 Limited Software Warranty.** OTC warrants to Licensee that the Software delivered to Licensee under this EULA: (a) will be free of viruses at the time of first delivery of same to Licensee under this EULA; and (b) will perform substantially in accordance with its accompanying user Documentation for sixty (60) days from the date of first delivery of same to Licensee under this EULA. OTC's entire liability, and Licensee's sole remedy against OTC, for each breach by OTC of the warranty contained in: (i) Section 16.2 (a) above shall be limited to requiring OTC to deliver a replacement copy of the relevant Software to Licensee free of viruses; and/or (ii) Section 16.2 (b) above shall be limited to requiring OTC, at OTC's option, to either: (1) correct the error giving rise to such breach ("**Error**"); or (2) help the Licensee work around the Error, the type and extent of such help to be in OTC's sole discretion; or (3) subject to Section 18 hereof, refund all license fees paid to OTC by Licensee hereunder for the defective portion of the Software.

**16.3 Warranty Exclusions.** The OTC warranty in Section 16.2 shall not apply to any breach and/or Error caused by: (a) any change to the Software made by any party other than OTC; (b) accident, neglect, or misuse by any party other than OTC; (c) Licensee's failure to provide a suitable installation and/or operating environment for the Software; (d) use of the Software on a software and/or hardware platform not approved by OTC in writing; (e) software, hardware, firmware, data, and/or technology not licensed or approved by OTC in writing; (f) any telecommunications medium used by Licensee; (g) Licensee's own computer system; and/or (h) failure of Licensee and/or user to comply with the Documentation.

**16.4** OTC DOES NOT WARRANT THAT THE MEDIA AND/OR SOFTWARE LICENSED UNDER THIS EULA WILL BE ERROR FREE, THAT EACH ERROR IN SAME WILL BE CORRECTED BY OTC AND/OR OTC'S LICENSORS, THAT THE SOFTWARE WILL OPERATE ON ANY AND ALL HARDWARE AND/OR SOFTWARE PLATFORMS, OR THAT THE SOFTWARE WILL IDENTIFY ALL KNOWN VIRUSES.

**16.5** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED BY OTC IN SECTIONS 16.1 AND 16.2 ABOVE, ALL MEDIA AND SOFTWARE PROVIDED TO LICENSEE UNDER THIS EULA SHALL BE PROVIDED BY OTC ON AN "AS IS BASIS".

**16.6** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED BY OTC IN SECTIONS 16.1 AND 16.2 ABOVE, OTC AND OTC'S LICENSORS DISCLAIM ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES AND CONDITIONS OF EVERY KIND PERTAINING IN ANY WAY TO THE MEDIA AND/OR SOFTWARE LICENSED BY OTC UNDER THIS EULA, INCLUDING WITHOUT LIMITATION, EACH WARRANTY AND/OR CONDITION OF QUALITY,



MERCHANTABILITY, DESCRIPTION, OPERATION, ADEQUACY, SUITABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH USE OR ENJOYMENT, AND/OR NON INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, USAGE OF TRADE, COURSE OF DEALING, CUSTOM, OR OTHERWISE. NEITHER OTC, OR OTC'S LICENSORS, MAKE ANY REPRESENTATION, NOR PROVIDE ANY WARRANTY AND/OR CONDITION, REGARDING THE ADEQUACY OF THE MEDIA AND/OR SOFTWARE FOR ANY PARTICULAR PURPOSE, OR THE ADEQUACY OF THE MEDIA AND/OR SOFTWARE TO PRODUCE ANY PARTICULAR RESULT.

**16.7** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. IF ANY JURISDICTION HAVING APPLICABILITY TO THIS EULA DOES NOT PERMIT ANY SUCH EXCLUSION AND/OR LIMITATION: (A) EACH WARRANTY WHICH CANNOT BE EXCLUDED SHALL BE LIMITED IN TIME TO THE SIXTY (60) DAY PERIOD SET OUT IN SECTION 16.2 ABOVE; AND (B) OTC'S TOTAL LIABILITY TO LICENSEE FOR BREACH OF ANY AND/OR ALL SUCH WARRANTIES SHALL BE LIMITED TO THE AMOUNT STATED IN SECTION 18.3 OF THIS EULA.

**17.0 OTC INFRINGEMENT INDEMNITY**

**17.1 Indemnity Against Claims.** Subject to the terms of this Section 17, OTC shall defend and indemnify Licensee from any claims, suits, actions or proceedings brought against Licensee in a court of competent jurisdiction which allege that an infringement of any third party patent, copyright, and/or trade secret rights existing under the laws of Canada and/or United States (individually and collectively referred to as a "Claim") and any judgment finally awarded in respect of such Claim, for which all avenues of appeal have been exhausted, or any final settlement of such Claim, to the extent that such Claim arises solely as a result of Licensee's use of the Software within Canada and/or the United States in accordance with the provisions of this EULA and applicable Documentation and provided: (a) the alleged and/or actual infringement has not been caused by the use of a superceded version of the Software if the infringement would have been avoided by the use of a then current unaltered release of the Software, or by the modification of the Software by any party other than Open Text, or by the combination and/or use of the Software with software, hardware, firmware, data, and/or technology not licensed to Licensee by OTC or approved by OTC in writing; and (b) Licensee promptly notifies OTC in writing within ten (10) days of Licensee first becoming aware of each such Claim; and (c) Licensee does not make any admission against OTC's interests and Licensee does not agree to any settlement of any such Claim without the prior written consent of OTC; and (d) Licensee, at the request of OTC, provides all reasonable assistance to OTC in connection with the defence, litigation, and/or settlement by OTC of each such Claim; and (e) OTC has sole control over the selection and retainer of legal counsel, as well as over the litigation and/or the settlement of each Claim.

**17.2 Licensee's Continued Use.** If the Software or its intended use become, or in OTC's opinion be likely to become, the subject of a Claim covered by the indemnity in Section 17.1 above, OTC shall obtain for Licensee a nonexclusive license to continue using the infringing portion of the Software pursuant hereto or shall replace or modify the infringing portion of the Software without reasonable degradation in functionality in order to make it non-infringing. If neither of these solutions is reasonably available as determined by OTC in OTC's absolute discretion, OTC shall refund the unamortized portion of the license fees received by OTC from Licensee under this EULA for the infringing portion of the Software, based on a three (3) year straight line amortization commencing on the date of first delivery of the Software to the Licensee under this EULA.

**17.3 OTC Liability.** OTC's total liability to Licensee for any and all infringement claims related to the Software shall be strictly limited to the obligations set out in this Section 17 and shall be subject to all of the limitation of liability provisions set out in Section 18 of this EULA.

**18.0 LIMITATION OF OVERALL OTC LIABILITY**

**18.1** NOTWITHSTANDING ANY PROVISION IN THIS EULA, ANY AND ALL BREACHES BY OTC OF THIS EULA (INCLUDING FUNDAMENTAL BREACH), THE TERMINATION BY OTC OF THIS EULA, AND/OR ANY OBLIGATION THAT OTC MAY HAVE IN CONTRACT, TORT, EQUITY, AT LAW, AND/OR OTHERWISE, IN NO EVENT SHALL OTC BE LIABLE TO LICENSEE, TO ANY USER OF THE SOFTWARE, AND/OR TO ANY OTHER PARTY OR PARTIES FOR: (A) ANY



INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY, AND/OR PUNITIVE DAMAGES; NOR (B) ANY LOST SALES, LOST REVENUE, LOST PROFITS, LOST DATA, OR REPROCUREMENT AMOUNT; HOWSOEVER ARISING, EVEN IF OTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND/OR LOSSES ARISING AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY CONTAINED HEREIN.

- 18.2** EXCEPT FOR DIRECT DAMAGE CLAIMS ASSERTED BY LICENSEE AGAINST OTC FOR BREACH OF ANY OF OTC'S OBLIGATIONS UNDER SECTION 16 AND/OR 17 ABOVE, OTC SHALL NOT BE LIABLE TO LICENSEE, TO ANY USER OF THE SOFTWARE, AND/OR TO ANY OTHER PARTY OR PARTIES, FOR ANY DIRECT DAMAGES, COMPENSATORY DAMAGES, AND/OR OTHER DAMAGES OF ANY KIND, NOR FOR ANY LOSSES, EXPENSES, LIABILITIES, AND/OR OTHER AMOUNTS, ARISING OUT OF AND/OR RELATED IN ANY WAY TO THIS EULA, INCLUDING WITHOUT LIMITATION, THOSE ARISING OUT OF: (A) THE DELIVERY, INSTALLATION, USE, AND/OR PERFORMANCE OF THE MEDIA AND/OR SOFTWARE; (B) ANY ERROR, DEFECT, INADEQUACY, OMISSION, NON PERFORMANCE, AND/OR MALFUNCTION IN ANY AND/OR ALL OF THE MEDIA AND/OR SOFTWARE; AND/OR (C) ANY AND ALL BREACHES BY OTC (INCLUDING FUNDAMENTAL BREACH) OF THIS EULA, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, EQUITY, AT LAW, AND/OR ON ANY OTHER THEORY OF LIABILITY, HOWSOEVER ARISING, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY CONTAINED HEREIN.
- 18.3** NOTWITHSTANDING SECTION 18.2 ABOVE AND/OR ANY OTHER PROVISION OF THIS EULA, OTC'S TOTAL, CUMULATIVE, AND AGGREGATE LIABILITY TO LICENSEE: (A) ARISING UNDER THE PROVISIONS OF THIS EULA; (B) FOR ANY AND ALL BREACHES BY OTC OF THIS EULA (INCLUDING FUNDAMENTAL BREACH) AND/OR THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY CONTAINED HEREIN; (C) FOR ANY TERMINATION BY OTC OF THIS EULA; AND/OR (D) FOR ANY OTHER ACT, OMISSION, OR EVENT RELATED IN ANY WAY TO THIS EULA; SHALL NOT EXCEED THE TOTAL AMOUNT OF LICENSE FEES RECEIVED BY OTC FROM LICENSEE UNDER THIS EULA, WHETHER OTC'S LIABILITY IS BASED IN CONTRACT, TORT, EQUITY, AT LAW, AND/OR UPON ANY OTHER THEORY OF LIABILITY, HOWSOEVER ARISING. LICENSEE AGREES THAT OTC WOULD NOT HAVE ENTERED INTO THIS EULA WITHOUT THIS SECTION 18 BEING INCLUDED HEREIN.

#### **19.0 TERM AND TERMINATION**

- 19.1 Term.** The term of this EULA ("**Term**") shall begin on the Effective Date and shall continue in full force until terminated pursuant to this Section 19.
- 19.2 Termination For Default.** OTC may terminate this EULA for default if Licensee: (a) becomes insolvent; (b) files any proceeding in bankruptcy or acquires the status of a bankrupt; (c) has a receiver or receiver manager appointed with respect to it or any of its assets; (d) seeks the benefit of any statute providing protection from creditors. OTC may also terminate this EULA for default if Licensee breaches any provision of this EULA provided: (i) OTC provides Licensee with written notice of breach and a ten (10) day period within which to cure such breach ("**Cure Period**"); and (ii) Licensee fails to cure each such breach by the expiry of the Cure Period. Any termination of this EULA shall be without prejudice to each right and/or remedy which OTC may possess against Licensee under this EULA, at law, in equity, and/or otherwise.
- 19.3 Effect Of Termination.** Upon any termination of this EULA: (a) all licenses granted by OTC herein shall immediately terminate; and (b) Licensee shall immediately cease all use of the Software and return all of the Software (including all copies thereof made by, or for, Licensee) to OTC. Sections 1, 2.1 3.3, 3.4, 3.5, 10, and 11, together with Sections 13 through 21 inclusive, of this EULA shall survive any expiry or termination of this EULA and shall continue in full force.

#### **20.0 MISCELLANEOUS PROVISIONS**

- 20.1 Confidentiality.** Licensee shall: (a) receive and maintain the Software in confidence; (b) use the same degree of care with respect to the Software as Licensee employs to protect Licensee's own confidential and/or trade secret information from unauthorized use, duplication and/or disclosure, being, in any event, a high degree of care; and (c) use, duplicate, and disclose the Software solely in accordance with the provisions of this EULA.
- 20.2 Independent Contractors.** OTC and Licensee shall remain independent contractors at all times. Neither OTC, or Licensee, shall have any authority to bind the other in any manner.

- 20.3 Waiver, Amendment, Assignment.** No waiver of any provision herein shall be binding upon OTC or Licensee unless set out in a written waiver signed by both parties. This EULA shall only be amended by a written document signed by OTC and Licensee stating such document is an amendment or an addendum hereto. This EULA shall not be assigned by Licensee, in whole or in part, without OTC's prior written consent. Each reference herein to "days" means calendar days.
- 20.4 Licensee Terms.** All preprinted terms contained in any document used by Licensee to order software and/or user licenses from OTC are hereby fully rejected by OTC and shall have no legal effect.
- 20.5 New EULA.** This EULA shall apply to all Software accompanying this EULA, or authorized by OTC in writing for use by Licensee pursuant hereto. OTC reserves the right to require Licensee to enter into a new license agreement and/or a substantially amended version of this EULA if Licensee wishes to license any further or other software and/or documentation from OTC at any time or times.
- 20.6 Vienna Convention.** All provisions of the United Nations Convention On Contracts For The International Sale of Goods are hereby rejected by the parties and excluded from this EULA in their entirety.
- 20.7 Governing Law.** This EULA shall be governed by the laws of the State of Michigan. Except for injunctive relief required by OTC to protect its intellectual property, all litigation related hereto shall occur in the courts located in such jurisdiction. If Licensee or OTC commence any litigation and/or proceeding against the other related to this EULA, the prevailing party shall be entitled to an award of its reasonable attorneys fees and court costs from the other party.
- 20.8 Force Majeure.** Except for payment obligations pursuant to this EULA (including license fees, professional services fees, maintenance and support fees, and applicable taxes) or any obligations relating to the protection of or restrictions applicable to the other party's confidential information or intellectual property, neither party shall be liable to the other or in breach of this EULA by reason of any failure or delay in performance of its obligations to the extent such failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, storm, adverse weather conditions, strikes, labor disputes or disruptions, epidemics, wars, national emergencies, riots, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, lockout, work stoppages or other labor difficulties, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause or event that is beyond the reasonable control of that party.
- 20.9 Severability.** Should any provision of this EULA be deemed contrary to applicable law and/or unenforceable by any court of competent jurisdiction, such provision shall be considered severed from this EULA but all remaining provisions shall continue in full force.
- 20.10 Export Laws.** The Software cannot be exported or re-exported into (or to a national or resident of): (a) Taliban controlled Afghanistan, Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, or any other country to which Canada and/or the U.S. has embargoed goods; and/or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Entity List, or the U.S. Commerce Department's Denied Parties list. Licensee warrants to OTC that Licensee is not located in, under the control of, or a national or resident of any country described above, nor a party named on any list described above. Additional Canadian and/or U.S. export restrictions may apply to portions of the Software. Licensee shall comply with all applicable Canadian and/or U.S. laws and/or regulations pertaining to the Software, including all export laws, regulations, and/or directives, and comply with all laws and regulations in Licensee's jurisdiction and any other location related to the import, export, transfer, shipping, and/or use of the Software.
- 20.11 Third Party Software.** The Software includes software and/or documentation licensed by OTC from third parties, including without limitation, Adobe PDF Library software and related documentation. Adobe® is a trademark of Adobe Systems Incorporated. All trademarks relating to the Software shall remain the property of OTC, OTC's licensors, and/or their respective owners. If any such third party software is to be licensed by OTC to Licensee pursuant to this EULA on license terms different than that contained in this EULA, Licensee and OTC shall enter into a written amendment to this EULA setting forth such different license terms. Licensee acknowledges that each breach by Licensee of any provision of this EULA may result in any and/or all of OTC's licensors suffering loss or damage.
- 20.12 Press Release.** Licensee agrees OTC may use and disclose Licensee's name and the nature of this EULA in an OTC public press release (see <http://www.opentext.com/download/userinfo.html?>)



- 20.13 No Enterprise License.** This EULA is not an enterprise license agreement. The Software shall not be installed, stored or executed on any server, desktop, or other computer operated by any of Licensee's parent, subsidiary, and/or affiliated companies or by any other party.
- 20.14 UCITA Not Applicable.** Licensee and OTC agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state located in the United States, in any form ("UCITA") shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provisions contained therein.
- 20.15 Attribution Notices.** Within the object code, source code, and the graphical user interfaces of the Software, OTC has inserted various ownership, attribution and/or branding notices including, but not limited to: a) notices attributing copyright and trademark ownership to OTC, and b) instances of branding which reference "Livelink", "Powered by Livelink", "Open Text", "Livelink MeetingZone", "MeetingZone" and other OTC trademarks (all such notices and instances collectively referred to as "Notices"). Without prior written consent of OTC, the Licensee shall not: a) remove, modify, obscure, re-size or re-locate Notices, or b) cause any Notices to become not visible to any users of the Software.
- 21.0 ENTIRE EULA**
- 21.1 Entire License Agreement.** This EULA, together with each written schedule, written amendment, and/or written addendum to this EULA signed by OTC and Licensee, sets forth the entire agreement between OTC and Licensee with respect to the subject matter hereof, and supersedes all prior oral and written agreements and understandings between the parties relating thereto. Neither party shall be bound by or be liable for any alleged representation, promise, or inducement not expressly stated herein.



## Exhibit B

### Standard Support for the BI Query Software

The BI Query Software Standard Support Program consists of:

- **Software Updates / Upgrades** – Product upgrades, maintenance releases, patches and documentation will be made available to you at no additional charge. Subscribers are notified about new Software Versions in regular information bulletins. By installing the latest versions and patches, you enhance the stability of your system and ensure that your Open Text software environment always uses the newest technology.
- **Product Enhancement Input** – As a subscriber to the Software Maintenance Program, you have the ability to submit suggestions for product enhancements.
- **Support Services** – Subscribers may contact the regional Support Center during standard working hours by phone, e-mail, and fax or via our Web-based Customer Support site.
- **Open Text Resources** – All support queries are responded to by a team of more than 450 dedicated Open Text Customer Support employees.
- **Online Self Service** – Our comprehensive Customer Support Website gives you access to an extensive knowledge base along with the ability to register and track your issues online. For example, it provides access to:
  - Documentation for all product versions
  - A knowledge of articles describing proven solutions to known issues
  - Technical tips and instructions for installing, administrating and troubleshooting
  - Newsletters
  - Important news regarding all products, plus the latest upgrades and patches
  - Ability to open your own support calls, update the status of these calls, and check all planned and completed activities. This gives you an overview of all current activities related to your support requests and cases, at all times.