STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **190000000286**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td>TIBCO Software, Inc.</td><td rowspan="7">STATE</td><td>Program Manager</td><td>Various</td><td>MSP</td></tr>
<tr><td>2 Penn Plaza</td><td></td><td></td><td></td></tr>
<tr><td>NY, NY 10121</td><td rowspan="4">Contract Administrator</td><td>Jarrod Barron</td><td>DTMB</td></tr>
<tr><td>Aaron Wright</td><td colspan="2">(517) 249-0406</td></tr>
<tr><td>317-413-1818</td><td colspan="2" rowspan="2">barronj1@michigan.gov</td></tr>
<tr><td>aaron_wright@ibi.com</td></tr>
<tr><td>VC0008908</td><td></td><td></td><td></td></tr>
</table>

CONTRACT SUMMARY			
SOFTWARE, SOFTWARE-AS-A-SERVICE, MANAGED SOLUTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
December 27, 2018	December 28, 2023	5 - 1 Year	December 28, 2023
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ PRC ☐ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 28, 2023
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$12,234,074.94	$0.00	$12,234,074.94		

DESCRIPTION
Effective 1/11/2022, the parties add the attached MiINTEL Search Migration statement of work to the contract, utlizing existing contract funds approved by the State Administrative Board on 11/27/2018 as part of the original contract approval. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MSP	Matt Bolger	517-449-9194	bolgerm@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

STATEMENT OF WORK

Project Title: MiINTEL Search Migration to NGDI	
Requesting Department: Michigan State Police	**Date**: 11/17/2021
Agency Project Manager: Andrew Richards	**Phone**: 517-242-2560
DTMB Project Manager: Scott A. Cappel	**Phone**: 517-897-2198

This Statement of Work is entered into pursuant to and hereby incorporates the Terms of the Contract No. 171-190000000286 effective December 27, 2018 ("Agreement" or "Terms") between the State of Michigan ("Customer" or the "State") and TIBCO Software Inc. as successor in interest to Information Builders, Inc. ("Contractor"). In the event of any conflict between this Statement of Work and the Terms, the Terms will prevail.

Brief description of services to be provided:

BACKGROUND:
Michigan State Police ("MSP") is planning to move its existing version of the MI-Intel Search application to the NGDI environment with the assistance of Contractor.

PROJECT OBJECTIVE:
Contractor will provide WebFOCUS Advanced Search migration services on a staff augmentation, time-and-materials basis, subject to the funding level set herein. Contractor will assist MSP and DTMB on the tasks described below at the direction of the MSP/DTMB Project Managers.

SCOPE OF WORK:
All Consulting Services provided will be Configuration Services. The Software Configuration Services will begin on a mutually-agreed date and may continue for up to 120 calendar days or until funding under this Work Order is exhausted, whichever comes first. All Configuration Services are deemed accepted upon delivery.

TASKS:
The Configuration Services will consist of assisting the State with the WebFOCUS Advanced Search migration implementation and configuration as outlined in the following Contractor tasks:
1. Provide the Keys for licenses that will reside on the NGDI servers. Keys are associated with the MAC addresses for each of the NGDI servers.
2. Conduct a review of State's existing MI-Intel Search Application:
   o Review the current architecture/design.
   o Evaluate moving from the current four (4) WebFOCUS Servers to three (3) WebFOCUS Red. Hat version 7.x Servers by moving the Security Component off its own separate Server.
   o Define environment changes moving to the new NDGI environment.
   o Identify the integration points.
   o Review existing security implications.
3. Install and configure the WebFOCUS Advanced Search in the NGDI environment.
4. Move the MI-Intel Search Application to the architecture as defined in Task #2 above.
5. Connect to the applicable data sources.
6. Perform unit testing of the Mi-Intel Search application in the NGDI environment.
7. Support State's user testing of Intel-Search application in the NGDI environment.

8. Provide weekly status reports.
9. Provide support through pre-scheduled timeframes.

OUT OF SCOPE:
1. Upgrading WebFOCUS Advanced MI-Intel Search to the latest version

DTMB/MSP RESPONSIBILITIES:
Pre-Engagement
- State shall be responsible for ensuring the necessary prerequisite background training, qualifications, and availability of its staff for mentoring in accordance with the scheduled billable time of the Consultant(s).

DELIVERABLES:
There are no Contractor Deliverables or Work Product for this Statement of Work. Contractor will provide hourly rate services.

ASSUMPTIONS:
1. Contractor does not assume the role of Project Manager, nor does Contractor assume the responsibilities implied by that role. The DTMB/MSP Project Managers will have all requisite knowledge and will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
2. Contractor will work directly with DTMB / MSP Agency Services team on migration activities.
3. Advice and guidance provided hereunder is not intended to replace or achieve more formal end user and technical training of DTMB/MSP's Users, which is separately available from TIBCO.
4. No training is provided for MSP / DTMB hereunder.
5. The implemented authentication security mechanism will utilize the capabilities provided in the existing WebFOCUS product. Custom security implementations, including but not limited to security requiring database authorization, custom Java programming and integration with third party products, are not covered as part of this Statement of Work.
6. No Milestones are applicable to this Statement of Work.
7. Contractor will use commercially reasonable efforts to complete the Configuration Services described in this Statement of Work and does not guarantee that such Configuration Services will be completed within the estimated hours or days stated herein.

ACCEPTANCE CRITERIA:
All Services provided hereunder are Configuration Services and deemed accepted upon delivery.

PROJECT CONTROL AND REPORTS:
A bi-weekly progress report must be submitted to the DTMB/MSP Project Managers throughout the life of this project. Each bi-weekly progress report will contain the following:
1. **Hours**: Indicate the number of hours expended during the past two weeks, and the cumulative total to date for the project. Also state whether the remaining hours are sufficient to complete the project.
2. **Tasks**: Indicate what was worked on and/or what was completed during the current reporting period.
3. **Funds**: Indicate the amount of funds expended during the current reporting period, and the cumulative total to date for the project.

SPECIFIC DEPARTMENT STANDARDS:
Not Applicable.

PAYMENT SCHEDULE:
Payment will be made on a Time and Materials basis at the rate shown below. DTMB/MSP will pay Contractor upon receipt of properly completed invoice(s) which shall be submitted to the billing address on the State issued purchase order not more often than monthly. The State DTMB Accounts Payable area will coordinate obtaining MSP and DTMB Project Manager approvals. All invoices should reflect the hours

incurred by the invoice date. When expenses are invoiced, receipts will need to be provided along with a detailed breakdown of each type of expense.

CONSULTING SERVICES:

Description-Consulting Type	Hours/Days	Quantity	Rate	Line-Item Fees
Principal Consultant (TIBCO)	Hours	160	250.00	40,000.00
Total Consulting Services Fee				40,000.00
Configuration Services shall not exceed $40,000.00 without prior written consent of MSP / DTMB. Any additional hours required shall be handled through a Change Order.				

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

PROJECT CONTACTS:
The designated MSP Project Manager is:
  Andrew Richards
  Departmental Manager
  Project and System Support
  Information Technology Division
  Michigan State Police
  7150 Harris DR
  Dimondale, MI 48821
  517-242-2560
  RichardsA4@michigan.gov

The designated DTMB Project Manager is:
  Scott A. Cappel
  DTMB Sr. Project Manager
  MSP Headquarters
  2nd Floor, East Wing
  7150 Harris DR
  Dimondale, MI 48821
  517-897-2198
  CappelS1@michigan.gov

DTMB/MSP RESPONSIBILITIES:
1. DTMB/MSP shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Manager and other staff as appropriate to direct and support the Consultants. The is no Contractor Implementation Plan as part of this Statement of Work.
2. DTMB will provide all necessary information regarding DTMB's business policies, processes, and its organization sufficient to support Contractor's provision of the Configuration Services hereunder.

LOCATION OF WHERE THE WORK IS TO BE PERFORMED:
Consultants will work remotely.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Work hours are not to exceed eight (8) hours a day, forty (40) hours a week. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing. No overtime will be permitted.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

__CONTRACT CHANGE NOTICE__

Change Notice Number **7**

to

Contract Number **171190000000286**

CURRENT CONTRACTOR		NEW CONTRACTOR	
INFORMATION BUILDERS INC		TIBCO Software, Inc.	
2 Penn Plaza		3303 Hillview Avenue	
NY, NY 10121		Palo Alto, CA 94304	
Aaron Wright		Aaron Wright	
317-413-1818		317-413-1818	
aaron_wright@ibi.com		awright@tibco.com	
CV0001990		VC0008908	

STATE CONTACTS				
Program Manager	Various	MSP	**Contract Administrator**	Jarrod Barron	DTMB
				(517) 249-0406	
				BarronJ1@michigan.gov	

CONTRACT SUMMARY			
SOFTWARE, SOFTWARE-AS-A-SERVICE, MANAGED SOLUTIONS			
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PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
P-Card	Direct Voucher (PRC)	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
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☐		☐		December 28, 2023
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$12,234,074.94	$0.00	$12,234,074.94		

DESCRIPTION
Effective 3/1/2021, the parties hereby agree to assign this contract from Information Builders, Inc. to TIBCO Software, Inc. From this point forward, TIBCO Software, Inc. will assume all Contractor responsibilities. All other terms, conditions, specifications, and pricing remain the same. Per contractor, agency and DTMB Central Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MSP	Matt Bolger	517-449-9194	bolgerm@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**

to

Contract Number **190000000286**

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<tr><td>2 Penn Plaza</td><td rowspan="3"></td><td></td><td></td></tr>
<tr><td>NY, NY 10121</td><td rowspan="2">Contract Administrator</td><td>Jarrod Barron</td><td>DTMB</td></tr>
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CONTRACT SUMMARY
SOFTWARE, SOFTWARE-AS-A-SERVICE, MANAGED SOLUTIONS

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PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 28, 2023

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
$12,234,074.94	$0.00	$12,234,074.94

DESCRIPTION
Effective 5/1/2020, the parties agree to replace any previously issued Statements of Work in their entirety with the attached Schedule A. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MSP	Matt Bolger	517-449-9194	bolgerm@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

Revised Schedule A – Statement of Work for
Contract No. 171-190000000286

1. PURPOSE

This Schedule A, Statement of Work for Contract No. 171-190000000286 is intended to replace any previously issued Statements of Work in their entirety. The parties agree that Schedule A –Statement of Work for COTS Software which was included in pages 43 through 67 of Contract No. 171-19000000286 (original contract effective 12/27/2018, the original contract shall hereinafter be referred to as the "Original Contract") is null and void and has been replaced by this revised Schedule A effective on the date of execution (hereinafter referred to as the "Revised Schedule A"). The parties have agreed to revise the State's payment obligations under the Original Contract; and replace the payment obligations therein with the payment obligations set forth in this Revised Schedule A.   This Revised Schedule A revises the scope and capacity of the license and maintenance services under the Original Contract in order to secure a lower price.

2. SCOPE

This Revised Schedule A, Statement of Work is intended to authorize ONLY the continuing operation of the Software titles listed in Section 4. below in the authorized configuration set forth herein. The authorized configuration includes a single 8 Core RedHat Linux image for each of the following four (4) Servers: two (2) eight (8) Core Production Servers; one (1) eight (8) Core Test Server; and one (1) eight (8) Core Disaster Recovery Server. No production use of the Software is permitted on the Development environment; Production use in the Disaster Recovery environment shall not continue past resolution of the Disaster Recovery event necessitating such usage (no concurrent Production use on the Disaster Recovery and Production environment is permitted). The State has no rights under this revised Schedule A to distribute copies of, or install additional copies of, the Software licensed herein unless an appropriate license is acquired from Contractor. This Revised Schedule A reduces the States maintenance support level from Premium InfoResponse to Basic InfoResponse. The operating system version of the Software is limited to the RedHat Linux version.

The State agrees that any and all other Software licenses from Schedule A of the Original Contract are terminated and replaced with the Software licenses granted under this Revised Schedule A. The State agrees to deinstall all of the Software licenses from the Original Schedule A which were not replaced by this Revised Schedule A. The State agrees to complete such deinstallation and provide Contractor written notice certifying such deinstallation by July 15, 2020. In the event the State does not provide such written certification by the date specified, then Contractor shall have the right (subject to the State's security requirements) to conduct an on-site audit at Michigan State Police headquarters to verify such deinstallation.

The licenses granted under this Revised Schedule A are "Subscription" licenses for a defined term. The licenses granted herein are not perpetual licenses and the State's right to continue using the Software expires at the end of the Subscription term.

Subscription License Start Date: December 31, 2019.
Subscription License End Date: December 30, 2023.

Professional Services and Hosting ARE NOT AUTHORIZED by this Statement of Work.

The parties recognize that the State will during the term hereof be decommissioning the State of Michigan data center where the Software licenses under the Original Schedule A had been installed; and where the revised list of Software set forth in Section 4. will initially be installed. The parties agree that the State shall be permitted to migrate the Software licensed under this Revised Schedule A to a new State of Michigan data center located within the State (the NGDI/VDC data center; hereinafter the "new data center"). The State agrees to notify Contractor in writing prior to migrating the Software items licensed hereunder to the to the new data center; such notice shall indicate the address of the new data center and the start date of the migration period. The State shall be permitted a migration period of up to one hundred twenty (120) days to migrate the Software to the new servers at the new data center configured as authorized herein. Upon completion of the migration the State agrees to decommission the servers at the original installation location and deinstall all Software from the decommissioned servers. For avoidance of doubt, the State shall only be licensed for the specific Software titles listed in Section 4. and the State relinquishes the right to use any other Software titles going forward, unless an appropriate license is acquired. The State agrees to certify such decommissioning and deinstallation to IBI in writing upon, or prior to expiration of the one hundred twenty (120) day migration period. In the event the State does not provide such written certification by conclusion of the one hundred twenty (120) day migration period, then Contractor shall have the right (subject to the State's security requirements) to conduct an on-site audit at Michigan State Police headquarters to verify such deinstallation.

3. SPECIFIC STANDARDS
IT Policies, Standards and Procedures (PSP)
Contractor's platform supports the State IT Policies, Standards and Procedures (PSP) listed in the following link http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

Look and Feel Standard
Contractor's platform also adheres to the State of Michigan Application/Site standards which can be found at www.michigan.gov/standards.

Mobile Responsiveness
Contractor's WebFOCUS platform utilizes responsive design practices to ensure the application is accessible via a mobile device. All devices that support a modern

browser are compatible with the WebFOCUS Architecture. Additionally, content created with the current release of WebFOCUS is fully responsive.

ADA Compliance
The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor and the State shall take a collaborative approach in addressing specific accessibility requirements which must be set forth and fully described in Technical Specifications attached to or included in a mutually agreed to Statement of Work. The mutually agreed to Statement of Work must specify whether the Software, Consulting Services, Work Product and/or Deliverables must meet level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

The State recognizes that the Contractor's incorporation of ADA functionality in its COTS products and the software is incremental and ongoing and when available Contractor shall demonstrate the IBI COTS product accessibility functionality to the State. Contractor and the State agree to discuss the State's specific ADA requirements on a case by case basis for consideration when determining the direction of its product roadmap.

The parties agree that not all previously acquired Software nor all Consulting Services previously performed currently meet the requirements of World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 resulting in Deliverables that are not fully compliant. The parties will work together, as necessary, to bring such previously implemented Deliverables into compliance, through new mutually agreed to Statements of Work that set forth the mutually agreed to Technical Specifications and approach for migrating to future Software releases and modification of Deliverables, as well as the cost and effort required.

4. SOFTWARE TITLES

The Parties agree that the following software titles/products are the only Software titles that are licensed hereunder and the State agrees to deinstall any other Software from the Original Contract. The parties also mutually agree that the Software titles listed below are the only Software titles necessary for the continued operation and maintenance of Legacy Mi-Intel Search as it functions as of June 3, 2020:

- (WPRO) WebFOCUS ProServer (includes WF WebFOCUS Reporting Server)
- (WFPO) WebFOCUS Portal (limited to 3,000 Users in the Production Environment, limited to 50 Users in Non-Production environments)
- (WFD) WebFOCUS Designer
- (WFAS) WebFOCUS App Studio (limited to 7 PC copies for each environment*)
- (WDSP) WebFOCUS Data Science Predictive Analytics Bundle
- (WADS) WebFOCUS Advanced Search
- (W86) WebFOCUS Read/Write Adapter for MS SQL Server

- (CG-04) WebFOCUS Client -NT
- (W101) WebFOCUS Oracle Read/Write Adapter
- (I101) iWay Oracle Read/Write Adapter
- (I111) iWay SQL Read/Write Adapter
- (IXTS) iWay Service Manager

*Environments include Production and Test)

All payments set forth in **Section 6, PAYMENT SCHEDULE** will cover the Subscription License fees associated with the software listed above for the term and configuration specified herein.

5. SOFTWARE LICENSES

Contractor grants to the State (which includes the organizations described below) a Subscription License for the Software titles listed in Section 4. for the term specified herein in the configuration (4 environments: 2 Production + 2 Non-Production) with the number of Cores described in item 2. Scope.

Organizations:
MSP (Licensee) – Michigan State Police.

Other Law Enforcement Agencies: Authorized Personnel, as defined in the MSLA (Schedule C), includes local, State, and certain individuals from Federal law enforcement agencies that MSP collaborates with and shares data with, including:
- County sheriff departments
- County prosecutors and prosecuting attorneys
- Municipal police departments
- University police departments
- State agencies that collaborate with MSP in fusion centers
- Temporarily, certain individuals from United States Federal law enforcement agencies, especially Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), and Department of Homeland Security (DHS)
- Temporarily, certain individuals from Canadian local and federal law enforcement agencies
- Other law enforcement agencies that collaborate with MSP in fusion centers

The State may expand Authorized Users, as defined in Contract Terms beyond the above list if MSP expands the agencies it collaborates with in fusion centers or shares data with for the benefit of MSP business.

The payment schedule below includes all payments for the Subscription Software licenses which include Basic InfoResponse support for the Software titles listed in Section 4. In the authorized configuration under Section 2. The parties agree that the payment schedule in this **Section 6 PAYMENT SCHEDULE** is complete and lists all payments that will be made to Contractor for licensed software and corresponding Maintenance and Support, subject to the Contract Terms. Furthermore, the parties agree that the payments set forth herein completely replace and supersede the outstanding and future payment obligations which were due from the State of Michigan to Contractor listed in **Section 6 of the Original Schedule A PAYMENT SCHEDULE**.

The effective coverage period for InfoResponse Basic support and maintenance for the Software titles under this contract continues through 12/30/2023, such coverage is contingent upon the State making all of the payments set forth in Section 6. Payment Schedule.

6. PAYMENT SCHEDULE

Payments are subject to the Contract Terms and the availability of funds, and as such, payment due dates are based on the date the State receives Contractor's invoice.

Total Amount = $2,227,144.01

Payment 1 = $1,477,144.01
(covering a period of 12/31/2019 through 12/30/2020 to be invoiced no earlier than June 10, 2020)
- Subscription License including InfoResponse Basic Support and Maintenance (covers Subscription License through December 30, 2020)
- Includes the outstanding professional services invoices and decommission fee - $171,230
- Includes the Loqate annual license fee which was previously due $25,000.00 (license terminated as of the effective date)

Payment 2 = $250,000.00
(covering the Subscription License period of 12/31/2020 through 12/30/2021 to be invoiced no earlier than December 1, 2020)

Payment 3 = $250,000.00
(covering the Subscription License period of 12/31/2021 through 12/30/2022 to be invoiced no earlier than December 1, 2021)

Payment 4 = $250,000.00
(covering the Subscription License period of 12/31/2022 through 12/30/2023 to be invoiced no earlier than December 1, 2022)

Upgrade fees will apply if the State exceeds the Core or User limitations set forth herein.

7. ACCESS CONTROL AND AUDIT

The Software licensed hereunder is utilized by the State for its WebFOCUS Legacy Mi-Intel Search application which supports SAML with a standard option for retrieving user authorization (most commonly this is an LDAP query of group memberships). With respect to the MSP, Contractor has already successfully integrated with MiCJIN which is a SAML authentication method.

From an audit standpoint, WebFOCUS offers a web-based management capability to manage usage of the platform and data. Below is an overview of the system administration utilities provided by WebFOCUS Resource Analyzer that is licensed as a part of the WebFOCUS ProServer product:

WebFOCUS Resource Analyzer

WebFOCUS Resource Analyzer automatically keeps track of each request, which data sources and columns the request accessed, when it was run, how long it took, which resources it consumed, and more. Resource Analyzer provides more than 80 detailed reports and graphs that give a clear picture of how your information assets are being used. It identifies long-running requests; helps expose dormant data; and identifies heaviest resource consumption times by hour, day, week, or month; and limits query volumes by showing users how to request just the data required and by choosing optional delivery methods.

8. END USER OPERATING ENVIRONMENT

Communicating Changes to the Contractor's Platform Product Roadmap
Customers are notified of all new releases via e-mail by a subscription notification service or through announcements on our Tech Support website. Additionally, new product direction and updates to functionality and features are communicated through your local account management team as well as at user group meetings, customer advisory council meetings, and webinars.

State of Michigan Plug-Ins Required for Contractor's Platform
No State of Michigan Plug-Ins are required for the use of the Contractor's platform within the State of Michigan environment.

Process for Customer Collaboration Regarding Software Upgrades
Contractor does not force software upgrades upon our clients. All registered customers are assigned a site code and are notified of all news and events, including availability of product releases and upgrades. Customers move forward with their individual upgrades based on their internal plans and objectives. Customers receive advisory announcements via email about the release with links to documentation (fixes, features, upgrade considerations, etc.) detailing the release. Contractor is committed to providing our customers with the best combination of timely, reliable maintenance and rapid delivery of new features and enhancements. We accomplish this by producing Major Releases, Service Packs, and when appropriate, Hotfixes. We work with each customer

in helping to determine decisions on upgrades.

9. SOFTWARE SUPPORT
Contractor will provide the State and its Authorized users InfoResponse Basic support during the term.

10. CONTRACTOR
Contractor Contract Administrator and Primary Point of Contact. Contractor to provide name of individual to serve as primary contact with respect to this Agreement. This individual will administer the terms of this Agreement and should be copied on all correspondence to Contractor under this Agreement, including all Statements of Work and Change Notices.

Contractor
Name: Rich Hall
Address: TBD
Phone: 651-298-6704
Email: rich_hall@ibi.com

Contractor Contract Signatory. Contractor must identify the individual appointed by it to approve and execute any Change Notices under this Agreement.

Contractor
Name: David Boyle
Address: Two Penn Plaza
New York, NY 10121
Phone: 212.736.4433
Email: David_Boyle@ibi.com

Contractor Project Manager. Contractor must identify the Contractor Project Manager who will serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services. The Contractor Project Manager named below will only be consider a key resource if funded full-time for at least one year in the SOW.

Contractor
Name: Karen Jordan
Address: 6860 Dallas Pkwy #110,
Plano, TX 75024
Phone: 214.460.8574
Email: Karen_Jordan@ibi.com

Contractor Service Manager. Contractor to provide name of individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name: Mark Bargowski
Address: 1301 W Long Lake Rd # 150,   Troy, MI 48098
Phone: 313.999.9949
Email: Mark_Bargowski@ibi.com

Contractor Security Officer. Contractor to provide name of individual to respond to State inquiries regarding the security of the Contractor's systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name: Ronald Iwersen
Address: Two Penn Plaza New York,   New York 10121-2898
Phone: (917)339-5750
Email: Ronald_Iwersen@ibi.com

11. CONTRACTOR PERSONNEL REQUIREMENTS
All security provisions are unchanged from the original contract.

12. STATE RESOURCES/RESPONSIBILITIES
The State will provide the following resources as part of the implementation and ongoing support of the implementation services. State resources required may vary from project to project, resources may be full or part time for the project based on the project scope, SOM resources at a minimum entail:
- Project Sponsor
- DTMB Project Manager
- SOM Business Project Manger
- IT Subject Matter Experts (SMEs)
- Business SMEs

13. ADDITONAL INFORMATION
The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

<u>CONTRACT CHANGE NOTICE</u>

Change Notice Number **5**

to

Contract Number **190000000286**

<table>
<tr>
<td rowspan="7">CONTRACTOR</td>
<td colspan="2">INFORMATION BUILDERS INC</td>
<td rowspan="3">STATE</td>
<td rowspan="3">Program Manager</td>
<td>Various</td>
<td></td>
</tr>
<tr>
<td colspan="2">2 Penn Plaza</td>
<td></td>
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<tr>
<td colspan="2">NY, NY 10121</td>
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<tr>
<td colspan="2">Aaron Wright</td>
<td rowspan="4">Contract Administrator</td>
<td>Jarrod Barron</td>
<td>DTMB</td>
</tr>
<tr>
<td colspan="2">317-413-1818</td>
<td>(517) 249-0406</td>
<td></td>
</tr>
<tr>
<td colspan="2">aaron_wright@ibi.com</td>
<td>barronj1@michigan.gov</td>
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<tr>
<td colspan="2">CV0001990</td>
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</table>

CONTRACT SUMMARY			
SOFTWARE, SOFTWARE-AS-A-SERVICE, MANAGED SOLUTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
December 27, 2018	December 28, 2023	5 - 1 Year	December 28, 2023
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card	☐ PRC	☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 28, 2023
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$12,234,074.94	$0.00	$12,234,074.94		
DESCRIPTION				
Effective 12/17/2019, the parties add the attached statement of work, using existing contract funds, for 1000 hours by resource Sreejith Rajeevan for the period of 1/1/2020 - 12/31/2020. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement approval.				

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MSP	Matt Bolger	517-449-9194	bolgerm@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET (DTMB)
IT SERVICES
for
MSP Dashboard**
CONTRACT NO. **190000000286**

Project Title: **MSP Dashboard Statement of Work**	**Period of Coverage:** **01/01/2020 – 12/31/2020**
Requesting Agency: **Michigan State Police (MSP)**	**Date:** **11/20/2019**
DTMB Project Manager: **Andrew Richards**	**Phone:** **517-242-6389**
DTMB BRM and Invoice Approver: **Gordon Mayes**	**Phone:** **517-284-3271**
MSP Business Owner: **Lt. David Stokes**	**Phone:** **517-284-3024**
DTMB Buyer: **Sean Regan**	**Phone:** **517-243-8459**

Brief Description of Services to be provided:

1) For this extension, the State is requesting Sreejith Rajeevan Time and Material hours be obtained for an additional 1,000 hours at the not to exceed hourly rate of $140.00 as an embedded resource to support the project objectives as directed by MSP/DTMB. The cost to support the listed hours is $140,000.00.

- DW Database Administrator – Multiple MSP data sources will be supported by the Database Administrator Role per MSP/DTMB direction.

Resource Name	Classification	Hourly Rate	Hours	Coverage Period	Cost
Sreejith Rajeevan	DW Database Administrator	$140.00	1,000	January 1, 2020, to December 31, 2020	$140,000
				TOTAL COST	**$140,000**

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

ASSUMPTIONS:
Contractor used the following technical and business assumptions in preparing this Statement of Work.

General
1. MSP/DTMB shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Managers and other staff as appropriate to direct and support the Consultants. If MSP/DTMB cannot provide this support, both the work and the work schedule may be adversely effected.

2. Contractor does not assume the role of Project Manager, nor does Contractor assume the responsibilities implied by that role. The MSP and DTMB Project Managers will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
3. The parties acknowledge that the Consultants will be performing Services only and will provide no deliverables under this Statement of Work. All decisions made by MSP/DTMB relating to the implementation of Contractor's advice and recommendations are the sole responsibility of MSP/DTMB.
4. This Statement of Work represents an open order for Services and in no way represents an estimate to complete any specific project or deliverable. If the State wishes to continue using Contractor services beyond the days/resources estimated in this Statement of Work, a Change Order to the Statement of Work will be created.
5. MSP/DTMB will provide information regarding the State's business policy, processes, and their organization sufficient to support Contractor's provision of Services hereunder.
6. MSP/DTMB has established and is responsible for maintaining the appropriate development environment(s).
7. The parties anticipate that during the provision of Services Contractor may receive MSP/DTMB personal information that can be used to identify an individual as part of their normal course of business dealings. MSP/DTMB agrees to identify such information when it is disclosed to Contractor and Contractor agrees such information shall be held confidential and subject to the terms and conditions set forth in Section 19 "State Data" and Section 20 "Confidentiality" to the Agreement.

PROJECT CONTACTS

The **DTMB Project Manager** is:
Andrew Richards ITIL, CSM
DTMB EPMO Program Manager
7150 Harris Drive
Dimondale, MI 48821
517-242-6389
RichardsA4@michigan.gov

The **DTMB BRM and Invoice Approver** is:
Gordon Mayes
DTMB Business Relationship Manager for MSP
7150 Harris Drive
Dimondale, MI 48821
517-284-3271
Mayesg1@michigan.gov

The designated **Michigan State Police** Business Owner/Primary Point of Contact is:
Lt. David Stokes
eApplications Unit Manager
Criminal Justice Information Center
7150 Harris Drive
Dimondale, MI 48821
517-284-3024
Stokesd2@michigan.gov

The **DTMB Buyer** for this project is:
Sean Regan
Michigan Department of Technology, Management and Budget
DTMB Financial Services Lewis Cass Building – 2nd Floor
320 S. Walnut Street
Lansing, MI 48933
517-243-8459
regans@michigan.gov

The **Information Builders Single Point of Contact** is:
Aaron Wright
Account Executive
317-413-1818
aaron_wright@ibi.com

CHANGE CONTROL PROCESS:
This is outlined in Contract 190000000286, section 2.2 Change Control Process, of the Contract Terms.

ACCEPTANCE TESTING FOR CONSULTING SERVICES:
Section 12.6 of the Contract Terms does not apply to the Services since no deliverables will be created.

ADA COMPLIANCE:
ADA Compliance is out of scope for the Services set forth in this work. The Consulting Services and Work Product set forth herein will not be required to meet level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

LOCATION OF THE WORK IS TO BE PERFORMED:
Contractor will be onsite at MSP Headquarters located in Lansing, Michigan. Contractor will also support the onsite installation for as long as the installation takes, or by remote if agreed upon by the State.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal work hours are eight (8) hours a day, forty (40) hours a week. Any and all hours in excess of 40 hours per week per resource require the prior written consent of the State Project Sponsor. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

Any overtime shall be billed at the same hourly rate per resource as regular time for such resource.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**

to

Contract Number **190000000286**

<table>
<tr><td rowspan="7" style="text-align:center">CONTRACTOR</td><td colspan="2">INFORMATION BUILDERS INC</td><td rowspan="3" style="text-align:center">STATE</td><td style="text-align:center">Program Manager</td><td>VARIOUS</td><td></td></tr>
<tr><td colspan="2">2 Penn Plaza</td><td></td><td></td><td></td></tr>
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<tr><td colspan="2">CV0001990</td><td></td><td></td></tr>
</table>

CONTRACT SUMMARY

SOFTWARE, SOFTWARE-AS-A-SERVICE, MANAGED SOLUTIONS

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
December 27, 2018	December 28, 2023	5 - 1 Year	December 28, 2023

PAYMENT TERMS	DELIVERY TIMEFRAME

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
☐		☐		December 28, 2023

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
$12,234,074.94	$0.00	$12,234,074.94	

DESCRIPTION

Effective 11/5/2019, the parties add the attached MI-Intel Search application development statement of work to the contract, utlizing existing funds. All other terms, conditions, specifications and pricing remain the same. Per contractor, agency and DTMB Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MSP	Matt Bolger	517-449-9194	bolgerm@michigan.gov
DTMB	Gordon Mayes	517-204-8026	MayesG1@michigan.gov

**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET (DTMB)
IT SERVICES
for
MSP Dashboard
CONTRACT NO. 190000000286**

Project Title: **MSP Dashboard Statement of Work #04**	**Period of Coverage:** **06/03/2019 – 10/31/2019**
Requesting Agency: **Michigan State Police (MSP)**	**Date:** **05/23/2019**
DTMB Project Manager: **Andrew Richards**	**Phone:** **517-242-6389**
DTMB BRM and Invoice Approver: **Gordon Mayes**	**Phone:** **517-284-3271**
MSP Business Owner: **Captain Troy Allen**	**Phone:** **517-284-3337**
DTMB Buyer: **Jarrod Barron**	**Phone:** **517-249-0406**

 Brief Description of Services: MSP Mi-Intel Search Application Development:

This work is transitioning over from the Data Warehouse (DW) and Business Intelligence (BI) Pre-Qualified program, BID #107116B0007431 that was awarded to Contractor, Information Builders, through contract 071B1300137. This SOW cancels the CyberSearch project.

Under this Consulting Services Statement of Work ("SOW"), Information Builders ("Contractor") will provide MI-Intel Search application development in the SoM NGDI environment to give Law Enforcement and other stakeholders the capability to search the following data sources from the MSP Data Hub.

- eDaily
- SNAP
- Crash
- Lab
- Hot Files – Warrants
- eCitation
- eAICS
- SRMS
- Mi-Intel

MSP Mi-Intel Search Project
Statement of Work #04 – For Consulting Services

The following services for the MI-Intel Search Project are being offered at a fixed price. Any change in the Services after the commencement of this Statement of Work will be subject to the Change Control Process and may require an adjustment to the fees and schedules. Furthermore, any invalid assumptions, failure of MSP/DTMB to perform its obligations in a timely manner or resolve open issues may also require a fee adjustment. In the event that funding is not available for any required scope changes, the parties will agree on a reduced scope of work that is accomplishable with the remaining available funding. Regular project Status Reports will provide MSP/DTMB with tracking information on the work completed.

Contractor offers its professional services on a fixed-fee basis of $184,320.00. The estimated MSP Mi-Intel Search project Dates of Services are June 2019 through October 2019.

Milestone Event	Estimated Payment Date	Payment Amount
Project Plan	September 2019	$18,434.00
Task #1:Updated and unit-tested drill through process for the Lab Report submitted for UAT	September 2019	$18,434.00
Task #2: Developed and unit-tested Warrants report and establish drill-down access submitted for UAT	September 2019	$22,120.80
Task #3: Enhanced Search auditing feature submitted for UAT	September 2019	$22,120.80
Task #4: Developed Indexing Procedures submitted for UAT	September 2019	$22,120.80
Task #5: Unit and integration tested search results for Scars, Marks and Tattoos (SMTs) and connections for SMTs, eACIS, and eApps submitted for UAT	September 2019	$22,120.80
Task #6: Contractor developed and tested report access process to invoke the drill through Reports submitted for UAT	September 2019	$22,120.80
Task #7: Migration to QA environment Task #8: User Acceptance Test	October 2019	$18,434.00
Task #9: Production Rollout	October 2019	$18,434.00
Total:		$184,340.00

The roles and resources for this fixed-price project are:
- Architect (Full-Time)
  - George Brown, or other possible resources:
    - Tony Yoder
    - Dave Beagan
- Technical Project Manager (Part-Time)
  - Karen Jordan, or other possible resource:
    - Dinesh Kalyanasundaram

Contractor may bring on additional, or switch possible, resources to this fixed-price project, including adding additional resource classifications to meet the scope outline herein without having an amendment to the Direct Order (DOIT1).

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc. Therefore, Contractor will perform this work 100% remote.

SCOPE OF SERVICES:
Contractor will assist MSP/DTMB with the following tasks for the Mi-Intel Search application.

Mi-Intel Search Tasks entail:

1. Contractor will update and unit test the drill through process for the one (1) Lab Report

2. Contractor will develop and unit test one (1) Warrants report and establish drill-down access

3. Contractor will enhance the Search auditing feature by creating and unit testing:
    a. One (1) portal
    b. One (1) report to audit users for the content of the search queries they execute

4. Contractor will develop and unit test the following Indexing procedures:
    a. Gun Indexing Procedures
    b. Crash indexing Procedures
    c. Warrants indexing Procedures

5. Contractor will provide unit and integration testing for the following:
    a. Scars, Marks and Tattoos (SMTs) Pictures with search results
    b. Connectivity to eAICS Source System in Saginaw
    c. Connectivity to eAPPs (eAICS, eCitation, eDaily and Crash) Source System

6. Contractor will develop and unit test the report access process to invoke drill through for the following:
    a. One (1) eDaily Report (Report Name: The Michigan State Police Field Service Bureau Daily Report or also known as the UD2X Report)
    b. One (1) eCitation Report (Report Name: The State of Michigan Uniform Law Citation)
    c. One (1) eAICS Report (Report Name: eAICS Narrative Report)
    d. One (1) Crash Report (Report Name: State of Michigan Traffic Crash Report, also known as the UD10 Report)
    e. One (1) SRMS Report (Report Name: TBD)
    f. Two (2) Mi-Intel Reports (Report Name #1: MIOC RFS Report, Report Name #2: Special Operations RFS Report)
7. Migration to the QA Environment
    a. Create a check list outlining the steps to migrate the Change Management package to the QA environment
    b. Prepare the Change Management package for QA migration

8. MSP/DTMB is responsible for User Acceptance Testing (UAT). The fixed-price Project Plan for this Statement of Work allocates twenty (20) business days for MSP/DTMB to complete User Acceptance Testing. MSP/DTMB have provided all test cases to Contractor. If additional support is required beyond the twenty (20) business days to complete UAT, the parties will

create Change Order. Contractor will provide remediation support for the in-scope Mi-Search items identified in User Acceptance Testing.

9. For Production rollout, Contractor will:

Create updated Training Videos

    i. Based up the updates described in this Statement of Work, create up to 10 minutes of Training Video(s) in the same manner and format as the current videos

    ii. Such video(s) will record Contractors' Search Architect/Developer walking through the screens and discussing how to use the Mi-Intel Search application

  b. Provide scheduled Field Testing support for three (3) weeks

  c. Provide scheduled End User Roll Out support for one (1) week

PROJECT MANAGEMENT APPROACH

Contractor will assign a part-time Technical Project Manager who shall be responsible for coordinating Contractor resources with the MSP/DTMB Project Manager. MSP and DTMB shall each also assign a Project Manager to be the primary point of contact for the Contractor. The MSP/DTMB Project Managers shall take responsibility for reviewing status reports, issues, and progress of the Project with the Contractor Technical Project Manager and shall have the primary responsibility for managing the Project and Project scope. The MSP/DTMB Project Manager shall also be responsible for escalating Project status and Project issues to MSP/DTMB and Contractor's Senior Management as necessary and appropriate. The Contractor Technical Project Manager shall work at the direction of the MSP/DTMB Project Manager who shall manage and direct the Project in accordance with its own project and/or implementation methodology. The MSP/DTMB Project Manager will coordinate all MSP/DTMB resources throughout the duration of the Project.

Project Management Tasks

Contractor, MSP, and DTMB will each provide a Project Manager. Contractor will work with the MSP and DTMB Project Managers on the tasks as outlined below.

1. Contractor will assign a part-time Technical Project Manager who will be responsible for:
    a. Maintaining the MSP Mi-Intel Search Project Plan with the assistance of the State's Project Manager,
    b. Maintain the project plan in the same manner as currently maintained
    c. Coordinating Contractor resources
    d. Cooperatively gathering requirements with MSP/DTMB
    e. Participating in periodic management and executive status reviews
    f. Developing and submitting weekly status reports to the MSP/DTMB Project Team
    g. Governing the project development
    h. Coordinating with all parties as necessary
    i. Escalating to management as required
    j. Providing input to the change control process during the life of the project

2. The MSP and DTMB Project Manager will be responsible for:
    a. Organizing the Project kickoff activities as necessary
    b. Coordinating MSP and DTMB resources
    c. Providing and jointly with Contractor Technical Project Manager documenting the project requirements
    d. Organizing and facilitating periodic executive status reviews
    e. Providing project governance
    f. Coordinating with all parties as necessary
    g. Providing all required User Acceptance Test planning, test cases and user testing management

   h. Escalating to management as required
   i. Performing change control as required during the life of the project

DELIVERABLES AND ACCEPTANCE CRITERIA

MSP/DTMB shall use commercially reasonable efforts to review and approve Deliverables as soon as reasonably practical, in no event more than ten (10) business days of MSP/DTMB receipt of the Deliverable, the State shall notify Contractor of acceptance or rejection of the Deliverables or the Deliverable shall be deemed accepted. MSP/DTMB's rejection of any submitted Deliverables shall be by written notice providing details of all known material defects causing the Deliverable to fail to meet the Acceptance Criteria. Upon receipt of such written notice, the parties shall meet to discuss the material defects and causes and agree on a remediation plan schedule by which Contractor shall resubmit the revised Deliverable for MSP/DTMB's acceptance. The parties shall iterate this process until all Deliverable(s) have been accepted. Any Deliverable provided to MSP/DTMB that has been deployed into production use will be deemed to be accepted, regardless of whether it meets the agreed upon Acceptance Criteria. MSP/DTMB shall accept all Deliverables that meet the Acceptance Criteria applicable to such Deliverables. Once all Deliverables required to meet a particular milestone have been accepted or are deemed accepted, the milestone shall be complete.

The following table is the list of Deliverables currently planned for the Project with the proposed Acceptance Criteria for each Deliverable.

Milestone	Acceptance Criteria
Project Plan	• Provides tasks to meet the requirements stated in the baselined Requirements Document
Task #1: Contractor provides the updated and unit-tested drill through process for the Lab Report to MSP/DTMB which is ready for User Acceptance Testing	• The business functionality and features meet the MSP/DTMB-provided baselined Business Requirements Document (BRD)
Task #2: Contractor provides the developed and unit-tested Warrants report, with established drill-down access to MSP/DTMB which is ready for User Acceptance Testing	• The business functionality and features meet the MSP/DTMB-provided, mutually-agreed UAT test cases that are traceable to the baselined Business Requirements Document (BRD)
Task #3: Contractor provides the enhanced and unit-tested Search auditing feature, the portal and report to audit users for the content of the search queries they execute, to MSP/DTMB which is ready for User Acceptance Testing	• The business functionality and features meet the MSP/DTMB-provided, mutually-agreed UAT test cases that are traceable to the baselined Business Requirements Document (BRD)
Task #4: Contractor provides the added/developed and unit-tested Gun, Crash and Warrants Indexing Procedures to	• The business functionality and features meet the MSP/DTMB-provided, mutually-agreed UAT test cases that are traceable to the baselined Business Requirements Document (BRD)

MSP/DTMB for which is ready User Acceptance Testing	
Task #5 Contractor provides the unit and integration-tested components to MSP/DTMB for User Acceptance Testing: Scars, Marks and Tattoos (SMTs), Connectivity to eAICS Source System in Saginaw and eAPPs (eAICS, eCitation, eDaily and Crash)	• Search of Scars, Marks and Tattoos (SMTs) returns pictures • Provides connection to the eAICS Source System in Saginaw • Provides connection to the eAPPs (eAICS, eCitation, eDaily and Crash) Source System
Task #6: Contractor provides the unit-tested report access process to invoke the drill through Reports to MSP/DTMB which is ready for User Acceptance Testing	• The business functionality and features meet the MSP/DTMB-provided, mutually-agreed UAT test cases that are traceable to the baselined Business Requirements Document (BRD)

Task #7: Migration to the QA Environment
 	
Task #8: User Acceptance Test Support
	• Contractor provides to MSP/DTMB:
	  o The check list outlining the steps to migrate the Change Management package to the QA environment
	  o The Change Management package for QA migration
	• Contractor provides remediation support for the scheduled twenty (20) business days of User Acceptance Testing

Task #9: Production Rollout	• Contractor provides to MSP/DTMB the updated Training Videos • Contractor provides the scheduled Field Testing support for three (3) weeks • Contractor provides the scheduled End User Roll Out support for one (1) week

General
1. Increases in scope outside of the identified and defined tasks or any change to requirements, that will have an impact on cost and schedule will be documented as Change Orders. Change Orders will be submitted to MSP/DTMB for review and must be executed by both parties as an amendment to this Statement of Work prior to incorporation into the Project baseline. Any Change Orders will identify extended timeframes, if applicable, services to be provided and cost for said services.
2. Unexpected and unknown items from MSP/DTMB may result in changes to the Project plan and Project timelines.
3. Contractor and MSP/DTMB will mutually agree upon a Risk Management procedure and an Issue Management procedure.
4. The scope of Services hereunder contemplates Contractor's assistance with MSP/DTMB's development/enhancement of the named application only. Any configuration, modification or other changes to any MSP/DTMB or third party applications, including such applications that MSP/DTMB seeks to integrate, interact, interface or otherwise work or exchange data with the named application, are the sole responsibility of MSP/DTMB.

5. MSP/DTMB will provide information regarding MSP/DTMB's business policy, processes, and their organization sufficient to support Contractor's provision of Services hereunder.
6. This SOW does not include any licenses costs.

Technical
1. Security integration by Contractor is not included in the scope of this Statement of Work.

Resources
1. Any non-availability of MSP/DTMB resources or environments may result in changes to the Project Plan and/or a Change Order.

Data
1. Changes to the database structure, data mapping, and/or data relationships resulting from MSP/DTMB-requested changes that occur after the start of the Project will not affect any data or reports under development or already completed. Should that occur, the impact on the cost and schedule will be determined and a decision made between Contractor and MSP/DTMB as to whether the change will be implemented. MSP/DTMB will ensure all Mi-Intel Search data is available and tested by the end of August or that data will not be included in this project.

MSP/DTMB RESPONSIBILITIES
Pre-Engagement
1. MSP/DTMB shall complete the following tasks prior to Contractor starting the Project:
    a. Provide remote access to all necessary environments.
    b. Provide the Contractor Project Team remote VPN access into MSP/DTMB's necessary environments for the Mi-Intel Search application. The fixed price provided is based on Contractor performing Project Management tasks both onsite and remotely, and performing the Mi-Intel Search Tasks remotely.
2. MSP/DTMB shall provide Contractor Consultants assigned to the Project with:
    a. Network logon ID(s)
    b. Environment: Full access, as necessary and appropriate, to MSP/DTMB's development and production environments, as well as, access to other environments where data files are stored.

    Such facilities, equipment and access shall be comparable to what MSP/DTMB provides its own employees, and MSP/DTMB shall manage any such MSP/DTMB equipment used by Contractor as part of this Project.

General
1. MSP/DTMB shall be responsible for all reasonable backup and recovery to ensure no interruption or loss of work in the development, test, training and production environments.
2. MSP/DTMB shall be responsible for Testing Management and production of the MSP/DTMB Test and Acceptance Plan, production of User Acceptance Test Scripts and for the provision of the necessary resources to execute the User Acceptance Tests.

Technical
1. MSP/DTMB shall be responsible for installing and maintaining the development, QA and production environments in accordance with Contractor specifications, including wide area networks, local area networks, network servers, operating systems, relational database management systems and other hardware.
2. MSP/DTMB shall be responsible for the application deployment, system configuration and executing indexing routines in the QA environment.
3. MSP/DTMB shall be responsible for production deployment and on-going production support of all applications, indexing and all post-implementation first-level support (help desk, operations, etc.).

Resources
1. Prior to the commencement of the Project, MSP/DTMB shall designate and identify to Contractor one (1) executive-level person within its organization ("Executive Sponsor") who has the power and authority to make final decisions and resolve issues with regard to the Project and MSP/DTMB's functional/business requirements. The Executive Sponsor shall be available when needed.
2. The MSP/DTMB Database Administrator shall be available for identifying required interfaces and data sources.
3. MSP/DTMB Project Manager, Subject Matter Experts, Business Sponsor and all other MSP/DTMB resources and requisite personnel shall be available when needed. Unavailability of resources may impact the cost and effort estimates, as well as the time of completion.

Data
1. The parties anticipate that during the provision of Services Contractor may receive MSP/DTMB privileged information that can be used to identify an individual as part of their normal course of business dealings. MSP/DTMB agrees to identify such information when it is disclosed to Contractor and Contractor agrees such information shall be held confidential and subject to the terms and conditions set forth in Section 19 "State Data" and Section 20 "Confidentiality" to the Agreement.

PROJECT CONTACTS:
The **DTMB Project Manager** is:
Andrew Richards
DTMB PMO Project Manager Supporting MSP
7150 Harris Drive.
Dimondale, Mi. 48821
517-242-6389
RichardsA4@michigan.gov

The **DTMB BRM and Invoice Approver** is:
Gordon Mayes
DTMB Business Relationship Manager for MSP
7150 Harris Drive.
Dimondale, Mi. 48821
517-284-3271
Mayesg1@michigan.gov

The **MSP Project Manager** is:
D/F/Lt David Eddy
7150 Harris Drive.
Dimondale, Mi. 48821
(517) 284-3148
EddyD@michigan.gov

The designated **Michigan State Police** Business Owner/Primary Point of Contact is:
Capt. Troy Allen
7150 Harris Drive
Dimondale, MI 48909
517-284-3337
AllenT@michigan.gov

The **DTMB Buyer** for this project is:
Jarrod Barron
Michigan Department of Technology, Management and Budget
525 W. Allegan St.
Lansing, MI 48933
517-249-0406
Barronj1@michigan.gov

The **Information Builders Single Point of Contact** is:
Mark Bargowski
Professional Services Account Executive
313-999-9949
mark_bargowski@ibi.com

CHANGE CONTROL PROCESS:
This is outlined in Contract 190000000286, section 2.2 Change Control Process, of the Contract Terms.

ADA COMPLIANCE:
ADA Compliance is out of scope for the Services set forth in this Statement of Work. The Consulting Services and Work Product set forth herein will not be required to meet level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal work hours are eight (8) hours a day, forty (40) hours a week. Any and all hours in excess of 40 hours per week per resource require the prior written consent of the State Project Sponsor. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

STATE OF MICHIGAN PROCUREMENT
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **190000000286**

CONTRACTOR	Information Builders, Inc.
	2 Penn Plaza
	NY, NY 10121
	Aaron Wright
	317-413-1818
	aaron_wright@ibi.com
	CV0001990

STATE	**Program Manager**	Capt. Matt Bolger	MSP
		517-449-9149	
		bolgerm@michigan.gov	
	Contract Administrator	Sean Regan	DTMB
		517-243-8459	
		regans@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Software, Software-as-a-service, Managed solutions, and Implementation services			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
December 27, 2018	December 28, 2023	5, 1 Year Options	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-card ☐ Payment Request (PRC)		☒ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE		**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**	
$12,234,074.94		$0.00	$12,234,074.94	
Effective June 18, 2019, the Michigan State Police are amending this Contract to make changes to Schedule A and add the LOQATE license, per the below attachments. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET (DTMB)**
for
CONTRACT NO. **190000000286**

Changes to Schedule A – Statement of Work for COTS Software

1. Page 43 – Section 4. SPECIFIC STANDARDS
   The words "and the Software" are hereby inserted immediately after "The State recognizes that the Contractor's incorporation of ADA functionality in its COTS products "

2. Page 45 – Section 5. SOFTWARE LICENSES
   The section beginning with "WebFOCUS License includes these products" is hereby replaced with:

   ## WebFOCUS License includes these products:

   - (WPRO) WebFOCUS ProServer
   - (IAP) WebFOCUS InfoAssist
   - (W101) WebFOCUS Read/Write Adapter for Oracle
   - (W86) WebFOCUS Read/Write Adapter for MS SQL Server
   - WebFOCUS Read/Write Adapter for ESRI ArcGIS Server
   - (WFAR) WebFOCUS In-Document Analytics
   - (WMAG) WebFOCUS Magnify Search
   - (WPU) WebFOCUS Portal Unlimited
   - (WDSP) WebFOCUS Data Science and Predictive Analytics Bundle (includes RStat)
   - (WIA) WebFOCUS "What If" Assist
   - (WFIS) WebFOCUS InfoSearch
   - (WEUM) WebFOCUS Enterprise Usage Monitor
   - (WWEO) WebFOCUS Web Services Publishing Bundle
   - (WIOT) WebFOCUS Application Systems Query Adapter for Kafka streaming IOT data

3. Pages 47, 48, 49, and 50 – Section 5. SOFTWARE LICENSES
   The Permitted Use tables for WebFOCUS, iWay, Omni-Gen, and KeyLines software are hereby amended:

Environments	PROD, DEV, TEST, DR, and other non-PROD environments, such as OMNIGENX, needed to support development and testing activities.

4. Page 48 – Section 5. SOFTWARE LICENSES
   The section beginning with "iWay License includes these products" is hereby replaced with:

   ## iWay License includes these products:
   - (IXTS) iWay Service Manager – Standard Edition

5. Page 49 – Section 5. SOFTWARE LICENSE
   Before the section beginning with "KeyLines License includes", these words are hereby inserted:

   ## Loqate License includes this product:
   - Loqate Engine
   - USA Geocode Dataset
   - Information Builders is authorized to market Loqate's address knowledge database pursuant to its OEM License Agreement with Loqate. Information Builder's OEM name of the Third Party License is "iWay-United States with Geo-Coding" and the Information Builders' Feature Code is DS91.
   - Notwithstanding Section 12.1 of the Contract, this Software is deemed accepted.

   ## Loqate Support:
   - Support from Information Builders: InfoResponse Premium, but limited to opening the case for MSP and working with Loqate on resolution. Loqate would provide the fix for its Software to MSP directly.
   - Support from Loqate: Standard support of Issue Resolution, Escalation and Patches when needed.

   ## Permitted Use for (DS91) iWay-United States with Geo-Coding

Organization and Permitted Users	MSP (Licensee)
Users	N/A
#Images	Unlimited
Environments	PROD, DEV, TEST, DR and other non-PROD environments, such as OMNIGENX, needed to support development and testing activities.
Cores	16 PROD 16 DEV 16 TEST 16 DR 16 for any other non-PROD environments
Effective Dates	Subscription License Start Date: December 27, 2018 Subscription License End Date: December 31, 2023

Page 57 – Section 9. SOFTWARE DESCRIPTIONS

The following words are hereby stricken:

~~**Omni-Gen Data Quality Edition**~~
~~Omni-Gen Data Quality Edition is a unified platform for profiling, cleansing, and enriching information. Data Quality Edition improves consistency, accuracy, and completeness. Data Quality Edition, part of our Omni-Gen Platform, includes everything in Integration Edition and adds technology for data cleansing and remediation. The Omni-Gen Data Quality Edition contains all of the tools necessary for enterprise data quality deployments. Focusing primarily on the business user, it provides an effective means to quickly improve the overall data quality of an organization.~~
~~The product formerly known as iWay DQS United States with Geocoding is now included within Omni-Gen Data Quality Edition.~~
~~**Omni-Gen Integration Edition**~~
~~The Omni-Gen Integration Edition contains all of the tools necessary to manage the integration infrastructure of an organization. Everything from real-time messaging to building a data warehouse can all be effectively accomplished.~~

And replaced by these words:

Omni-Gen Integration Edition

The Omni-Gen Integration Edition contains all of the tools necessary to manage the integration infrastructure of an organization. Everything from real-time messaging to building a data warehouse can all be effectively accomplished.

Bundled package including:
- Omni Designer for Integration
- Omni Governance Console for Integration
  - Workbench Data Profiler - Business or Technical user interface to view technical level data profiles (e.g., data masking, format, duplicates, etc.)
- iWay Service Manager – Pro Edition Bundled package including:
  - iWay Service Manager
  - iWay Real-Time Data Replication Option
  - Ability to create and deploy Web Archive (WAR) files for remote J2EE deployment
    - Note: Each WAR file installation requires a separate license of iWay Service Manager – Pro Edition
  - iWay Utility Adapter Bundle
  - iWay Network Adapter for SFTP and FTP/S Server
  - Log Event Adapter
  - SQL High-water Mark Event Adapter
  - iWay Activity Monitor
  - Streaming File Extension
  - Includes unlimited user license of iWay Service Manager Developer Workbench
- One iWay Application Systems Adapter of choice
- iWay DataMigrator

- o Server for managing and scheduling extraction, transformation and loading data from source DBMS/file to target DBMS
  - o Requires iWay Data Adapter or WebFOCUS Data Adapter for each source DBMS/file
  - o Requires iWay Data Adapter or WebFOCUS Data Adapter (with read/ write capability) for each supported target DBMS/file
  - o Includes Data Management Console Enablement for DataMigrator
- Two iWay Data Adapters of choice

Omni-Gen Data Quality Edition

Omni-Gen Data Quality Edition is a unified platform for profiling, cleansing, and enriching information. Data Quality Edition improves consistency, accuracy, and completeness. Data Quality Edition, part of our Omni-Gen Platform, includes everything in Integration Edition and adds technology for data cleansing and remediation. The Omni-Gen Data Quality Edition contains all of the tools necessary for enterprise data quality deployments. Focusing primarily on the business user, it provides an effective means to quickly improve the overall data quality of an organization.

Omni-Gen Data Quality Edition (Includes everything in the Omni-Gen Integration Edition *plus* the additional functionality listed below)

Bundled package including:
- Omni Designer for Data Quality
- Data Quality Server
  - o Comprehensive solution for data profiling, analyzing, enrichment, merging, and cleansing
  - o Designed to support complex Data Quality Management and Data Governance initiatives, iWay Data Quality Server (DQS) provides data quality exploration and analysis, customer data cleansing, deduplication, and rules definition for data quality improvement
  - o Includes Batch and Online Interface
- Omni Governance Console for Data Quality
  - o Remediation Portal - Remediation Portal implements a flexible workflow management engine that allows users to address and manage data anomalies. Data remediation allows data stewards, data supervisors, and system administrators to edit and group or ungroup records that are sourced during cleansing and mastering processes.

Omni-Gen Master Data Edition (Includes everything in the Omni-Gen Data Quality and Integration Editions *plus* the additional functionality listed below)

Bundled package including:
- Omni Designer for Master Data Management
- Omni Governance Console for Master Data Management
  - o 360 Viewer - The 360 Viewer provides a web-based view of golden records mastered across all functional domains for easily identifiable record data origination and audit. Users can search and view mastered information, historical instances across dimensions, and business domains.

iWay Integrity Address Validation

Address Knowledge Bases:

- Automatic address checking to verify and correct postal addresses
- Requires Omni-Gen Data Quality Edition or Omni-Gen Master Data Edition
- (DS91) iWay- United States with Geo-Coding is the specific feature that the State is licensing.

Information Builders

SUBSCRIPTION LICENSE ORDER
For iWay DQS – United States with Geo-Coding

RIDER: 2/14/2019
Delivery Date: 2/28/2019

Special Terms:

The following are LOQATE's Minimum End User License Terms for a local install:
The Software Product is for governmental purposes (i.e. no third party commercial use of the Software is permitted) by its Authorized Personnel and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, and its licensors (including their licensors and suppliers) on the other hand.
Data refers to the Loqate Global Repository "GKR" (Country Reference Data) files provided as a subset of the Software Product.

Terms and Conditions
Governmental Use Only. You agree to use these Software Products together with iWay/WebFOCUS solely for the governmental purposes for which you were licensed. Accordingly, but subject to the restrictions set forth in the following paragraphs, you agree not to otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of the Software Product, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws. Providing access to the Software Products as an Application Service or SaaS Provider does not constitute a transfer or distribution of the Software Products.

Restrictions. You may not access the Software Products for real time navigation use cases. The State understands and acknowledges that the version of the Software Products they are licensing is not intended to, nor expected to provide real time results, nor is the State using the Software Products for navigation.

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.
No Warranty. The Data provided is licensed from industry leaders. Data is provided to you "as is," and you agree to use it at your own risk. Contractor and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty. Contractor AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Export Control. Contractor shall not export from anywhere any part of the Software Product or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations, including but not limited to the laws, rules and regulations administered by the Office of Foreign Assets Control of the U.S. Department of Commerce and the Bureau of Industry and Security of the U.S. Department of Commerce. To the extent that any such export laws, rules or regulations prohibit licensor from complying with any of its obligations hereunder to deliver or distribute Software Products, such failure shall be excused and shall not constitute a breach of this Agreement.

Evaluation/Trial. The output or results from processing test data may only be used for internal testing and evaluation, and not for commercial or production use.

The parties agree that the terms and conditions contain herein are the exclusive terms and conditions governing State of Michigan's use of the Third Party Software Product Licensed hereunder and expressly replace and supersede the terms and conditions in the Contract for such Software Product. The Subscription License Fee for the Software Product is due and payable 45 days from receipt of Contractor's invoice. The license granted herein shall expire upon conclusion of the Subscription License Term unless a renewal order is entered into by the parties.

Accepted:

Information Builders, Inc.

By ___E-SIGNED by David Boyle___
on 2019-09-12 18:28:46 GMT
Authorized Signature
_____
Print Name/Title

_____
Date

State of Michigan

By _____
Authorized Signature
Capt. Matt Bolger
_____
Print Name/Title
08/23/19
_____
Date

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**

to

Contract Number **190000000286**

<table>
<tr><td rowspan="7">CONTRACTOR</td><td colspan="2">INFORMATION BUILDERS INC</td><td rowspan="4">STATE</td><td rowspan="2">Program Manager</td><td>Wayne Aldrich</td><td>MSP</td></tr>
<tr><td colspan="2">2 Penn Plaza</td><td colspan="2">517-282-4475</td></tr>
<tr><td colspan="2">NY, NY 10121</td><td colspan="2">aldrichw4@michigan.gov</td></tr>
<tr><td colspan="2">Chuck Gatecliff</td><td rowspan="3">Contract Administrator</td><td>Sean Regan</td><td>DTMB</td></tr>
<tr><td colspan="2">248-641-4619</td><td colspan="2">(517) 243-8459</td></tr>
<tr><td colspan="2">chuck_gatecliff@ibi.com</td><td colspan="2">regans@michigan.gov</td></tr>
<tr><td colspan="2">CV0001990</td></tr>
</table>

CONTRACT SUMMARY			
SOFTWARE, SOFTWARE-AS-A-SERVICE, MANAGED SOLUTIONS			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
December 27, 2018	December 28, 2023	5 - 1 Year	December 28, 2023
PAYMENT TERMS		**DELIVERY TIMEFRAME**	

ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
☐ P-Card	☐ PRC	☐ Other	☐ Yes	☒ No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		December 28, 2023
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$12,234,074.94	$0.00	$12,234,074.94		

DESCRIPTION
Effective June 11, 2019, the Michigan State Police are adding the attached Statement of Work, using exisiting funds on the Contract. Please also note the coverage period of January 1, 2019 to December 31, 2019 for Sreejith Rajeevan and Jeevan Kumar Reddy Patil, from Change Notice 1, has been updated to January 1, 2019 to December 20, 2019. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement.

**MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET (DTMB)
IT SERVICES
for
MSP Dashboard**
CONTRACT NO. **190000000286**

Project Title: **MSP Dashboard Statement of Work #02**	**Period of Coverage:** **05/15/2019 – 12/20/2019**
Requesting Agency: **Michigan State Police (MSP)**	**Date:** **4/23/2019**
DTMB Project Manager: **Phillip Avery**	**Phone:** **517-930-4163**
DTMB BRM and Invoice Approver: **Gordon Mayes**	**Phone:** **517-204-8026**
MSP Business Owner: **F/Lt. Steve Temelko**	**Phone:** **517-206-7379**
DTMB Buyer: **Sean Regan**	**Phone:** **517-243-8459**

Brief Description of Services to be provided as it relates to the MSP WebFOCUS Dashboard Amendment:

This work is transitioning over from the Data Warehouse (DW) and Business Intelligence (BI) Pre-Qualified program, BID #10711680007431 that was awarded to Contractor, Information Builders, through contract 07181300137, change 29.

1) The State is requesting Contractor provide an additional 1,496 Time and Material hours for Vinodh Kumar Ramamoorthy at the hourly rate of $140.00 as an embedded resource to support the project objectives as directed by MSP/DTMB. The State of Michigan is also requesting Jeevan Kumar Reddy Patil as a backup resource to be used as requested by MSP. The cost to support the listed hours is $209,440.00.

- DW Senior BI Developer - Multiple MSP Business Intelligence applications will be supported by the BI Developer Role per MSP/DTMB direction.

Resource Name	Classification	Hourly Rate	Hours	Coverage Period	Cost
Vinodh Kumar Ramamoorthy; Jeevan Kumar Reddy Patil	DW Senior BI Developer	$140.00	1,496	May 15, 2019 to December 20, 2019	$209,440
				TOTAL COST	**$209,440**

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

ASSUMPTIONS:
Contractor used the following technical and business assumptions in preparing this Statement of Work.

General
1. MSP/DTMB shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Managers and other staff as appropriate to direct and support the Consultants . If MSP/DTMB cannot provide this support, both the work and the work schedule may be adversely affected.
2. Contractor does not assume the role of Project Manager, nor does Contractor assume the responsibilities implied by that role. The MSP and DTMB Project Managers will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
3. The parties acknowledge that the Consultants will be performing Services only and will provide no deliverables under this Statement of Work. All decisions made by MSP/DTMB relating to the implementation of Contractor's advice and recommendationsare the sole responsibility of MSP/DTMB.
4. This Statement of Work represents an open order for Services and in no way represents an estimate to complete any specific project or deliverable. If the State wishes to continue using Contractor services beyond the days/resources estimated in this Statement of Work, a Change Order to the Statement of Work will be created.
5. MSP/DTMB will provide information regarding the State's business policy, processes, and their organization sufficient to support Contractor's provision of Services hereunder.
6. MSP/DTMB has established and is responsible for maintaining the appropriate development environment(s).
7. The parties anticipate that during the provision of Services Contractor may receive MSP/DTMB personal information that can be used to identify an individual as part of their normal course of business dealings. MSP/DTMB agrees to identify such information when it is disclosed to Contractor and Contractor agrees such information shall be held confidential and subject to the terms and conditions set forth in Section 19 "State Data" and Section 20 "Confidentiality" to the Agreement.

PROJECT CONTACTS:
The **DTMB Project Manager** is:
Phillip Avery
7150 Harris Drive.
Dimondale, Mi. 48821
517-930-4163
AveryP1@michigan.gov

The **DTMB BRM and Invoice Approver** is:
Gordon Mayes
DTMB Business Relationship Manager for MSP
7150 Harris Drive.
Dimondale, Mi. 48821
517-204-8026
Mayesg1@michigan.gov

The designated **Michigan State Police** Business Owner/Primary Point of Contact is:
F/Lt. Steve Temelko
MSP, IT Division
7150 Harris Drive
Dimondale, MI 48909
517-206-7379
TemelkoS@michigan.gov

The **DTMB Buyer** for this project is:
Sean Regan
Michigan Department of Technology, Management and Budget
Central Procurement Services
525 W. Allegan Street
Lansing, MI 48933
517-243-8459

regans@michigan.gov

The **Information Builders Single Point of Contact** is:
Mark Bargowski
313-999-9949
Mark_bargowski@ibi.com

CHANGE CONTROL PROCESS
This is outlined in Contract 190000000286, section 2.2 Change Control Process, of the Contract Terms.

ACCEPTANCE TESTING FOR CONSULTING SERVICES:
Section 12.6 of the Contract Terms does not apply to the Services since no deliverables will be created.

ADA COMPLIANCE:
ADA Compliance is out of scope for the Services set forth in this work. The Consulting Services and Work Product set forth herein will not be required to meet level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

LOCATION OF THE WORK IS TO BE PERFORMED:
Contractor will be onsite at MSP Headquarters located in Lansing, Michigan. Contractor will also support the onsite installation for as long as the installation takes, or by remote if agreed upon by the State.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal work hours are eight (8) hours a day, forty (40) hours a week. Any and all hours in excess of 40 hours per week per resource require the prior written consent of the State Project Sponsor. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

Any overtime shall be billed at the same hourly rate per resource as regular time for such resource.

STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**

to

Contract Number **190000000286**

CONTRACTOR		STATE		
Information Builders, Inc..		Program Manager	Deepinder Uppal	MSP
2 Penn Plaza			517-599-4887	
NY, NY 10121			uppald@michigan.gov	
Chuck Gatecliff		Contract Administrator	Sean Regan	DTMB
248-641-4619			(517) 243-8459	
chuck_gatecliff@ibi.com			regans@michigan.gov	
CV0001990				

CONTRACT SUMMARY			
DESCRIPTION: Software, Software-as-a-service, Managed solutions, and Implementation services			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
December 27, 2018	December 28, 2023	5, 1 Year Options	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ PRC ☒ Other			☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$12,234,074.94	$0.00	$12,234,074.94		

DESCRIPTION
Effective March 28, 2019, the Michigan State Police are adding the attached Statement of Work, using exisiting funds on the Contract. All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement.

MICHIGAN DEPARTMENT OF TECHNOLOGY,
MANAGEMENT AND BUDGET (DTMB)
IT SERVICES
for
MSP Dashboard
CONTRACT NO. **190000000286**

Project Title: **MSP Dashboard Statement of Work #01**	**Period of Coverage:** **01/01/2019 – 12/20/2019**
Requesting Agency: **Michigan State Police (MSP)**	**Date:** **3/05/2019**
DTMB Project Manager: **Phillip Avery**	**Phone:** **517-294-1118**
DTMB BRM and Invoice Approver: **Gordon Mayes**	**Phone:** **517-284-3271**
MSP Business Owner: **Deepinder Uppal**	**Phone:** **517-599-4887**
DTMB Buyer: **Sean Regan**	**Phone:** **517-243-8459**

Brief Description of Services to be provided as it relates to the MSP WebFOCUS Dashboard Amendment:

This work is transitoning over from the Data Warehouse (DW) and Business Intelligence (BI) Pre-Qualified program, BID #107116B0007431 that was awarded to Contractor, Information Builders, through contract 071B1300137, change 29. At which time, the Data Warehouse Senior Project Manager and four (4) Data Warehouse Senior Architects were to provide their services to the Michigan State Police (MSP) to support additional functionality on the MSP Dashboard related to the WebFOCUS Law Enforcement Analytics (LEA) solution platform. Additional functionality included additional predictive analytic models and also other functional solution components such as search, drill-down analytics, and data integration.

1) For this extension, the State is requesting Sreejith Rajeevan Time and Material hours be obtained for an additional 2,000 hours at the not exceed hourly rate of $140.00 as an embedded resource to support the project objectives as directed by MSP/DTMB. The State of Michigan is also requesting Jeevan Kumar Reddy Patil as a backup resource to be used as requested by MSP. The cost to support the listed hours is $280,000.00.
   - DW Database Administrator – Multiple MSP data sources will be supported by the Database Administrator Role per MSP/DTMB direction.

Resource Name	Classification	Hourly Rate	Hours	Coverage Period	Cost
Sreejith Rajeevan; Jeevan Kumar Reddy Patil	DW Database Administrator	$140.00	2,000	January 1, 2019, to December 20, 2019	$280,000
				TOTAL COST	**$280,000**

EXPENSES:
The State will NOT pay for any travel expenses, including hotel, mileage, meals, parking, etc.

ASSUMPTIONS:
Contractor used the following technical and business assumptions in preparing this Statement of Work.

General
1. MSP/DTMB shall be solely responsible for direction, supervision, and performance of the Consultants and will provide the Project Managers and other staff as appropriate to direct and support the Consultants. If MSP/DTMB cannot provide this support, both the work and the work schedule may be adversely affected.
2. Contractor does not assume the role of Project Manager, nor does Contractor assume the responsibilities implied by that role. The MSP and DTMB Project Managers will be responsible for resolving issues in a timely manner, securing appropriate systems access, and other project support as needed.
3. The parties acknowledge that the Consultants will be performing Services only and will provide no deliverables under this Statement of Work. All decisions made by MSP/DTMB relating to the implementation of Contractor's advice and recommendations are the sole responsibility of MSP/DTMB.
4. This Statement of Work represents an open order for Services and in no way represents an estimate to complete any specific project or deliverable. If the State wishes to continue using Contractor services beyond the days/resources estimated in this Statement of Work, a Change Order to the Statement of Work will be created.
5. MSP/DTMB will provide information regarding the State's business policy, processes, and their organization sufficient to support Contractor's provision of Services hereunder.
6. MSP/DTMB has established and is responsible for maintaining the appropriate development environment(s).
7. The parties anticipate that during the provision of Services Contractor may receive MSP/DTMB personal information that can be used to identify an individual as part of their normal course of business dealings. MSP/DTMB agrees to identify such information when it is disclosed to Contractor and Contractor agrees such information shall be held confidential and subject to the terms and conditions set forth in Section 19 "State Data" and Section 20 "Confidentiality" to the Agreement.

PROJECT CONTACTS:
The **DTMB Project Manager** is:
Phillip Avery
DTMB Business Relationship Manager for MSP
7150 Harris Drive.
Dimondale, Mi. 48821
517-930-4163
AveryP1@michigan.gov

The **DTMB BRM and Invoice Approver** is:
Gordon Mayes
DTMB Business Relationship Manager for MSP
7150 Harris Drive.
Dimondale, Mi. 48821
517-284-3271
Mayesg1@michigan.gov

The designated **Michigan State Police** Business Owner/Primary Point of Contact is:
Deepinder Uppal
MSP, IT Division
7150 Harris Drive
Dimondale, MI 48909
517-599-4887
UppalD@michigan.gov

The **DTMB Buyer** for this project is:

Sean Regan
Michigan Department of Technology, Management and Budget
DTMB Financial Services Lewis Cass Building – 2nd Floor ;
320 S. Walnut Street
Lansing, MI 48933
517-243-8459
regans@michigan.gov

The **Information Builders Single Point of Contact** is:
Chuck Gatecliff
Senior Account Executive
248-641-4619
Chuck_gatecliff@ibi.com

CHANGE CONTROL PROCESS:
This is outlined in Contract 190000000286, section 2.2 Change Control Process, of the Contract Terms.

ACCEPTANCE TESTING FOR CONSULTING SERVICES:
Section 12.6 of the Contract Terms does not apply to the Services since no deliverables will be created.

ADA COMPLIANCE:
ADA Compliance is out of scope for the Services set forth in this work. The Consulting Services and Work Product set forth herein will not be required to meet level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

LOCATION OF THE WORK IS TO BE PERFORMED:
Contractor will be onsite at MSP Headquarters located in Lansing, Michigan.. Contractor will also support the onsite installation for as long as the installation takes, or by remote if agreed upon by the State.

EXPECTED CONTRACTOR WORK HOURS AND CONDITIONS:
Normal work hours are eight (8) hours a day, forty (40) hours a week. Any and all hours in excess of 40 hours per week per resource require the prior written consent of the State Project Sponsor. Normal working hours of 8:00 am to 5:00 pm are to be observed unless otherwise agreed to in writing.

Any overtime shall be billed at the same hourly rate per resource as regular time for such resource.

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
Department of Technology, Management & Budget
525 West Allegan, Lansing MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171 - 190000000286**
between
THE STATE OF MICHIGAN
and

CONTRACTOR		STATE		
Information Builders, Inc.		Program Manager	Deepinder Uppal	MSP
2 Penn Plaza			517-599-4887	
NY, NY 10121			uppald@michigan.gov	
Jennifer Kwapis		Contract Administrator	Sean Regan	DTMB
248-396-2896			517-243-8459	
Jennifer_kwapis@ibi.com			regans@michigan.gov	
CV0001990				

CONTRACT SUMMARY			
DESCRIPTION: Software, Software-as-a-service, Managed solutions, and Implementation services with Information Builders			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW**
12/27/2018	12/28/2023	5, 1 Year Option	
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-card ☐ Payment Request (PRC) ☐ Other		☐ Yes	☒ No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$12,234,074.94**

CONTRACT NO. **190000000286**

FOR THE CONTRACTOR:

_____
Company Name

_____
Authorized Agent Signature

_____
Authorized Agent (Print or Type)

_____
Date

FOR THE STATE:

_____
Signature

_____
Name & Title

_____
Agency

_____
Date

STATE OF MICHIGAN

Table of Contents for Contract No. 190000000286

STATE OF MICHIGAN
CONTRACT TERMS

This Software Contract (this "**Contract**") is agreed to between the State of Michigan (the "**State**") and Information Builders, Inc. ("**Contractor**"), a New York Corporation. This Contract is effective on December 27, 2018 ("**Effective Date**"), and unless earlier terminated, will expire on December 28, 2023 (the "**Term**").

This Contract may be renewed for up to five (5) additional one (1) year periods. Renewal must be by written notice from the State and will automatically extend the Term of this Contract.

1. **Definitions**. For the purposes of this Contract, the following terms have the following meanings:

"**Acceptance**" has the meaning set forth in **Section 12.5 and 12.6**. Software which was delivered prior to the date of this Agreement has been deemed accepted and is not subject to any further Acceptance provisions or Acceptance Tests.

"**Acceptance Tests**" means such tests as may be conducted in accordance with **Section 12** and the Statement of Work to determine whether the Software meets the requirements of this Contract and the Documentation.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Allegedly Infringing Materials**" has the meaning set forth in **Section 26.3(b)(ii)**.

"**API**" means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various State and Third Party Software.

"**Approved Open-Source Components**" means Open-Source Components that may be included in or used in connection with the Software and are specifically identified in an exhibit to the Statement of Work, and approved by the State.

"**Authorized Users**" means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

"**Business Owner**" is the individual appointed by the agency buyer to (a) act as the agency's representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance for the Software. The Business Owner will be identified in the Statement of Work.

"**Business Requirements Specification**" means the initial specification setting forth the State's business requirements regarding the features and functionality of the Software, as set forth in the Statement of Work.

"**Change**" has the meaning set forth in **Section 2.2.**

"**Change Notice**" has the meaning set forth in **Section 2.2(b).**

"**Change Proposal**" has the meaning set forth in **Section 2.2(a).**

"**Change Request**" has the meaning set forth in **Section 2.2.**

"**Confidential Information**" has the meaning set forth in **Section 20.1.**

"**Configuration**" means Software installed in the licensed operating environment without Source Code or structural data model changes occurring.

"**Consulting Services**" means the provision of technological expertise, mentoring, implementation services, project development support and related application development that are as specified under the scope of services in the applicable Statement of Work. Consulting Services may also be defined in a Statement of Work as Software Installation and Configuration Services.

"**Contract**" has the meaning set forth in the preamble.

"**Contract Administrator**" is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party's Contract Administrator will be identified in the Statement of Work.

"**Contractor**" has the meaning set forth in the preamble.

"**Contractor's Bid Response**" means the Contractor's proposal submitted in response to the Solicitation Type.

"**Contractor Personnel**" means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services hereunder.

 "**Deliverables**" means the Software, and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract, including all items specifically identified as Deliverables in the Statement of Work. In a Consulting Services Statement of Work Deliverables means Work Product, not Software, that are created solely for the State pursuant to the terms of this Contract.

"**Dispute Resolution Procedure**" has the meaning set forth in **Section 31.1**.

"**Documentation**" means all user manuals, operating manuals, technical manuals and any other instructions, specifications, documents or materials, in any form or media, that describe the functionality,

installation, testing, operation, use, maintenance, support, technical or other components, features or requirements of the Software.

"**DTMB**" means the Michigan Department of Technology, Management and Budget.

"**Effective Date**" has the meaning set forth in the preamble.

"**Fees**" means collectively, the License Fees, Implementation Fees, and Support Services Fees.

"**Financial Audit Period**" has the meaning set forth in **Section 29.1**.

"**Force Majeure**" has the meaning set forth in **Section 32.1.**

"**Harmful Code**" means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

"**HIPAA**" has the meaning set forth in **Section 19.1**.

"**Hosting Services**" or "**Hosted Services**" means the mutually agreed to hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations, as mutually agreed to by the parties, provided by Contractor, or Contractor's Permitted Subcontractors (as defined below).

"**Implementation Fees**" has the meaning set forth in **Section 16.2**.

"**Implementation Plan**" means the schedule included in the Statement of Work setting forth the sequence of events for the performance of Services under the Statement of Work, including if applicable the Milestones and Milestone Dates.

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"**Key Personnel**" means any Contractor Personnel identified as key personnel in the Statement of Work.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"**License Agreement**" has the meaning set forth in **Section 3.**

"**License Fee**" has the meaning set forth in **Section 16.1**.

"**Loss or Losses**" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Maintenance and Support Schedule**" means, if applicable, the schedule attached as **Schedule B**, setting forth the Support Services Contractor will provide to the State, and the parties' additional rights and obligations with respect thereto.

"**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

"**Milestone**" means an event or task described in the Implementation Plan under the Statement of Work that if applicable must be completed by the corresponding Milestone Date.

"**Milestone Date**" means the date by which a particular Milestone must be completed as set forth in the Implementation Plan under the Statement of Work.

"**New Version**" means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

"**Nonconformity**" or **"Nonconformities"** means any failure or failures of the Software to conform to the requirements of this Contract, including any applicable Documentation.

"**Open-Source Components**" means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

"**Open-Source License**" has the meaning set forth in **Section 4.**

"**Operating Environment**" means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.

"**Permitted Subcontractor**" has the meaning set forth in **Section 9.4**.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Pricing**" means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

"**Pricing Schedule**" means the schedule attached as **Schedule D**, setting forth the License Fees, Implementation Fees, Support Services Fees, and any other fees, rates and prices payable under this Contract.

"**Project Manager**" is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance for the Software. Each party's Project Manager and general duties will be identified in the Statement of Work.

"**Representatives**" means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

"**RFP**" means the State's request for proposal designed to solicit responses for Services under this Contract.

"**Services**" means any of the services, including Consulting or Hosting Services, Contractor is required to provide under this Contract pursuant to any applicable Statement of Work, the Maintenance and Support Schedule (if applicable), or the Service Level Agreement (if applicable).

"**Service Level Agreement**" means, if applicable, the service level agreement attached as **Schedule E** to this Contract, setting forth Contractor's obligations with respect to the hosting, management and operation of the Software.

"**Site**" means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery and installation of the Software.

"**Software**" means Contractor's software set forth in the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

"**Source Code**" means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

"**Specifications**" means, for the Software, the specifications collectively set forth in the Business Requirements Specification, Technical Specification, Documentation, ITN or Contractor's Bid Response, if any, for such Software, or elsewhere in the Statement of Work.

"**State**" means the State of Michigan.

"**State Data**" has the meaning set forth in **Section 19.1**.

"**State Materials**" means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

"**State Resources**" has the meaning set forth in **Section 10.1(a)**.

"**Statement of Work**" means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedules A-1, A-2, A-3, etc.

"**Stop Work Order**" has the meaning set forth in **Section 24**.

"**Support Services**" means the software maintenance and support services Contractor is required to or otherwise does provide to the State under the Maintenance and Support Schedule (if applicable) or the Service Level Agreement (if applicable).

"**Support Services Commencement Date**" means, with respect to the Software, the date on which the Warranty Period for the Software expires or such other date as may be set forth in the Statement of Work.

"**Support Services Fees**" has the meaning set forth in **Section 16.3**.

"**Technical Specification**" means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work

"**Term**" has the meaning set forth in the preamble.

"**Testing Period**" has the meaning set forth in **Section 12.1(b)**.

"**Third Party**" means any Person other than the State or Contractor.

"**Transition Period**" has the meaning set forth in **Section 23.5**

"**Transition Responsibilities**" has the meaning set forth in **Section 23.5**.

"**Unauthorized Removal**" has the meaning set forth in **Section 9.3(b)**.

"**Unauthorized Removal Credit**" has the meaning set forth in **Section 9.3(c)**.

"**User Data**" means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User

Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

"**Warranty Period**" means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

"**Work Product**" means all State-specific deliverables that Contractor is required to, or otherwise does, originally create or develop for the State under a Statement of Work for Consulting Services issues pursuant to this Contract including but not limited to computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials.

2. Statements of Work. Contractor shall provide Services and/or Deliverables or create Work Product pursuant to Statements of Work entered into under this Contract. No Statement of Work shall be effective unless signed by each party's Contract Administrator. The term of each Statement of Work shall commence on the parties' full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work entered into by the parties and attached as a schedule to this Contract. The State shall have the right to terminate such Statement of Work as set forth in **Section 23**. .

    2.1   Statement of Work Requirements. Each Statement of Work will include the following:

        (a)   names and contact information for Contractor's Contract Administrator, Project Manager and Key Personnel;

        (b)   names and contact information for the State's Contract Administrator, Project Manager and Business Owner;

        (c)   a detailed description of the Services and Deliverables, if any, to be provided under this Contract, including any training obligations of Contractor;

        (d)   For Software orders, a detailed description of the Software to be provided under this Contract, including the:

            (i)   version and release number of the Software;

            (ii)   Business Requirements Specification;

            (iii)   Technical Specification; and

            (iv)   a description of the Documentation to be provided;

        (e)   For orders for a Hosting Services project, an Implementation Plan, including any Milestones if applicable, the corresponding Milestone Dates and the parties' respective responsibilities under the Implementation Plan; Project Assumptions

        (f)   For Consulting Services, a description of the services to be provided, the names and contact information for the Contractor's Contract Administrator, Project Manager and Key Personnel, and an Implementation Plan, including any Milestones if applicable, the corresponding Milestone Dates and

the parties' respective responsibilities under the Implementation Plan (which may include Project Assumptions);

(g)   the due dates for payment of Fees and any invoicing requirements, including any Milestones on which any such Fees are conditioned, and such other information as the parties deem necessary;

(h)   disclosure of all Open-Source Components (each identified on a separate exhibit to the Statement of Work), in each case accompanied by such related documents as may be required by this Contract;

(i)   description of liquidated damages, if any, associated with this Contract; and

(j)   a detailed description of all State Resources required for the applicable project.

2.2   Change Control Process. The State may at any time request in writing (each, a "**Change Request**") changes to the Statement of Work, including changes to the Services and Implementation Plan (each, a "**Change**"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 2.2**.

(a)   Within twenty (20) Business Days unless otherwise agreed to by the parties, following receipt of a Change Request, Contractor will provide the State with a written proposal for implementing the requested Change ("**Change Proposal**"), setting forth:

(i)   a written description of the proposed Changes to any Services or Work Product;

(ii)   an amended Implementation Plan reflecting: (A) the schedule for commencing and completing any additional or modified Services or Work Product; and (B) the effect of such Changes, if any, on completing any other Services under the Statement of Work;

(iii)   any additional State Resources Contractor deems necessary to carry out such Changes; and

(iv)   any increase or decrease in Fees resulting from the proposed Changes, which increase or decrease will reflect only the increase or decrease in time and expenses Contractor requires to carry out the Change.

(b)   Within thirty (30) Business Days following the State's receipt of a Change Proposal from the Contractor, the State will by written notice to Contractor, approve, reject, or propose modifications to such Change Proposal. If the State proposes modifications, Contractor must meet to discuss a mutually agreeable Change Proposal, and thereafter Contractor will modify and re-deliver the Change Proposal reflecting such modifications, or notify the State of any disagreement, in which event the parties will negotiate in good faith to resolve their disagreement. Upon the State's approval of the Change Proposal or the parties' agreement on all proposed modifications, as the case may be, the parties will execute a written agreement to the Change Proposal ("**Change Notice**"), which Change Notice will be signed by the State's Contract Administrator and will constitute an amendment to the Statement of Work to which it relates; and

(c)   Except for delays caused by the State approval process, if the parties fail to enter into a Change Notice within fifteen (15) Business Days following the State's response to a Change Proposal, the State may, in its reasonable discretion:

(i)   require Contractor to perform the Services under the Statement of Work without the Change Notice;

(ii)   require Contractor to continue to negotiate a Change Notice;

(iii) initiate a Dispute Resolution Procedure; or

(iv)   notwithstanding any provision to the contrary in the Statement of Work, terminate the Consulting Services Statement of Work for convenience under **Section 23**.

(d)   No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use commercially reasonable efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Prior to execution of a Change Notice, Contractor shall have no obligation to perform the Consulting Services in connection with any such Change Notice until such time as the parties have agreed upon the effect of such change on Contractor's fees and/or schedule of performance. Neither party shall charge additional fees for preparing, evaluating, negotiating, and otherwise processing any Change Request, Change Proposal, and Change Notice.

(e)   Compliance with the Contractual requirements are not considered a Change.

(f)   Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve a Change Request initiated by Contractor.

3.   Software License. Contractor hereby grants to the State and its Authorized Users the right and license to use the Software and Documentation in accordance with the terms and conditions of this Contract and the License Agreement set forth in **Schedule C** (the "**License Agreement**"). Contractor has agreed to waive any possible claims for alleged prior out of permitted scope usage by local police departments in consideration of the State making all of the payments prescribed in Schedule A as of the Effective Date of the Contract and for the Term of the Contract (not including any renewals); and contingent upon such payment Contractor hereby waives any possible claims for any such prior alleged unauthorized usage. Contractor agrees to waive any claims for any such prior alleged unauthorized usage in the event the State terminates the entirety of this Contract pursuant to Section 23.2, below; provided, however, that Contractor will only grant this waiver if the State de-installs all Contractor Software within 30 days of termination and provides Contractor with written certification of such de-installation. Notwithstanding the foregoing, the State does not admit any allegations of unauthorized usage, and waives no defenses related to such allegations.

4.   Open-Source and Third Party Licenses. Any use hereunder of Open-Source Components or Third Party Software shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("**Open-Source License**") or Third Party Software License. Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components or Third

Party Software of the Software, and include an exhibit attaching all applicable Open-Source or Third Party Software Licenses or identifying the URL where these licenses are publicly available.

5. Software Implementation.

5.1   Implementation. Contractor will use commercially reasonable efforts to deliver, install, configure, and otherwise provide and make fully operational the Software in accordance will the mutually agreed to Implementation Plan or if applicable the applicable Milestone Date in accordance with the criteria set forth in the Statement of Work. Any integration services must be explicitly identified in the Statement of Work.

5.2   Site Preparation. Unless otherwise set forth in the Statement of Work and the State elects to use Contractor's hosted cloud environment, the State is responsible for ensuring the relevant Operating Environment is set up and in working order to allow Contractor to deliver and install the Software on or prior to the applicable Milestone Date. Contractor will provide the State with such notice as is specified in the Statement of Work, prior to delivery of the Software to give the State sufficient time to prepare for Contractor's delivery and installation of the Software. If the State is responsible for Site preparation, Contractor will provide such assistance as the State in the applicable Statement of Work.

6. Hosting. If the Operating Environment for the Software is externally hosted by Contractor or a subcontractor, Contractor will maintain the Availability Requirement and the Support Service Level Requirement set forth in the Service Level Agreement attached as **Schedule E** to this Contract.

7. Support Services

7.1   Support Services for On-Premise Software. If the Operating Environment for the Software is internally hosted by the State, Contractor shall provide the State with the Support Services described in the Maintenance and Support Schedule attached as **Schedule B** to this Contract. Such Support Services shall be provided:

(a)   Free of charge during the Warranty Period, it being acknowledged and agreed that the License Fee includes full consideration for such Services during such period.

(b)   Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Support Services Fees in accordance with **Section 16** and the rates set forth in the Pricing Schedule.

7.2   Support Services for Externally Hosted Software. If the Operating Environment for the Software is externally hosted by Contractor or a subcontractor, Contractor shall provide the State with the Support Services described in the Service Level Agreement attached as **Schedule E** to this Contract. Such Support Services shall be provided:

(a)   Free of charge during the Warranty Period, it being acknowledged and agreed that the License Fee includes full consideration for such Services during such period.

(b)   Thereafter, for so long as the State elects to receive Support Services for the Software, in consideration of the State's payment of Support Services Fees in accordance with **Section 16** and the rates set forth in the Pricing Schedule.

8. Data Privacy and Information Security.

8.1   Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, if Contractor is providing Services pursuant to this Contract, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all Contractor Representatives comply with all of the foregoing. When Contractor has access to State Data, in no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available at http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755--
-,00.html.

8.2   To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see http://michigan.gov/cybersecurity/0,1607,7-217-
34395_34476---,00.html. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

8.3   Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. During the providing of Services, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within forty-five (45) calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

8.4   Audit Findings. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5   State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or the Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

8.6   Security Requirements for Externally Hosted Software. If the Operating Environment for the Software is externally hosted by Contractor or a subcontractor, Contractor shall comply with the security requirements set forth in **Schedule F** to this Contract.

9.   Performance of Services. Contractor will provide all Services and Deliverables in a timely, professional and workmanlike manner and in accordance with the terms, and conditions set forth in this Contract and the Statement of Work. Hosting Services will also be provided in accordance with Specifications set forth in the Statement of Work.

9.1   Contractor Personnel.

(a)   Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b)   Prior to any Contractor Personnel performing any Services, Contractor will:

    (i)   ensure that such Contractor Personnel have the legal right to work in the United States;

    (ii)   upon request, require such Contractor Personnel to execute written agreements, in form and substance acceptable to the State, that bind such Contractor Personnel to confidentiality provisions that are at least as protective of the State's information (including all Confidential Information) as those contained in this Contract; and

    (iii)   upon request, perform background checks on all Contractor Personnel prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. The State, in its sole discretion, will also perform background checks on Contractor Personnel. All Contractor Personnel must pass a Michigan State Police administered name-based and fingerprint based background check and State of Michigan drug test prior to assignment to this project. Additionally, each Contractor Personnel member will submit a signed Security Addendum as required by the Federal Bureau of Investigation Criminal Justice Information Services Security Policy and complete modules one through four of the Michigan State Police Criminal Justice Information Services Security Awareness Training upon assignment and every two years thereafter. Contractor will pay for all costs associated with ensuring that their staff meets these requirements.

(c)   Contractor and all Contractor Personnel will comply with all rules, regulations, and policies of the State that are communicated to Contractor in writing, including security procedures concerning systems and data and remote access, building security procedures, including the restriction of access by the State to certain areas of its premises or systems, and general health and safety practices and procedures.

(d)   The State reserves the right to require the removal of any Contractor Personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and Contractor cannot immediately replace the removed personnel, the State agrees to negotiate an equitable adjustment in schedule or other terms that may be affected by the State's required removal.

9.2   Contractor's Project Manager. Throughout the Term of this Contract, Contractor must maintain a Contractor employee acceptable to the State to serve as Contractor's Project Manager, who will be considered Key Personnel of Contractor. Contractor's Project Manager will be identified in the Statement of Work for a Consulting Services Project.

(a)   Contractor's Project Manager must:

    (i)   have the requisite authority, and necessary skill, experience, and qualifications, to perform in such capacity;

    (ii)   be responsible for overall management and supervision of Contractor's performance under this Contract; and

(iii) be the State's primary point of contact for communications with respect to this Contract, including with respect to giving and receiving all day-to-day approvals and consents.

(b) Contractor's Project Manager must attend all regularly scheduled meetings as set forth in the Implementation Plan, and will otherwise be available as set forth in the Statement of Work.

(c) Contractor will maintain the same Project Manager throughout the Term of this Contract, unless:

(i) the State requests in writing the removal of Contractor's Project Manager;

(ii) the State consents in writing to any removal requested by Contractor in writing;

(iii) Contractor's Project Manager ceases to be employed by Contractor, whether by resignation, involuntary termination or otherwise

(iv) Contractor's Project Manager becomes incapacitated due to illness, divorce, separation, or similar reason, and other unforeseeable circumstances beyond the reasonable control of Contractor.

(d) Contractor will promptly replace its Project Manager on the occurrence of any event set forth in **Section 9.2(c)**. Such replacement will be subject to the State's prior written approval, such approval not be unreasonably withheld or delayed.

9.3 Contractor's Key Personnel.

(a) The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel, such approval not be unreasonably withheld or delayed. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The parties anticipate that no more than 30% of Contractor resources will be designated Key Personnel.

(b) Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State such consent not be unreasonably withheld or delayed. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for termination of the Key Personnel's employment. A pattern of multiple Unauthorized Removals over a twelve (12) month period may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract under **Section 23.1**.

(c) It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized

Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal Contractor will provide the State with a Consulting Services credit of 120 hours of transition time for the replacement of such Key Personnel, or such other duration that the parties may agree to. .

(d) Contractor acknowledges and agrees that 120 hours of transition time for the replacement of such Key Personnel under **Subsection (c)** above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) the State's exclusive remedy for Unauthorized Removal of Key Personnel, except for the State's right to terminate the Contract in Section 9.3(b) above.

9.4   Subcontractors. Contractor will not, without the prior written approval of the State, which consent will not be unreasonably withheld or delayed, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will:

(a)   be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees, to the extent providing Services or Deliverables) to the same extent as if such acts or omissions were by Contractor or its employees;

(b)   be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits;

(c)   incorporate the terms and conditions contained in this Contract in any subcontract with a Permitted Subcontractor for Consulting Services; and

(d)   notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

9.5   Non-Solicitation of Personnel.   During the term of this Contract and for a period of one year thereafter, each party agrees that it will not solicit, on behalf of itself or any other organization, any employee of the other party unless it has first obtained the other party's written consent. Notwithstanding the foregoing, a party shall not be in breach of this provision if an employee of the other party responds to a general advertisement for employment.

10. State Obligations.

10.1 State Resources and Access. The State is responsible for:

(a)   providing the State Materials and such other resources as may be specified in the Statement of Work (collectively, "**State Resources**"); and

(b)   if the Software is internally hosted on State systems, providing Contractor Personnel with such access to the Site(s) and Operating Environment as is necessary for Contractor to perform its obligations on a timely basis as set forth in the Statement of Work.

10.2 State Project Manager. Throughout the Term of this Contract, the State will maintain a State employee to serve as the State's Project Manager under this Contract. The State's Project Manager will

be identified in the Statement of Work. The State's Project Manager will be available as set forth in the Statement of Work.

10.3 Statements of Work for Consulting Services project may set forth additional State Obligations that it will need to satisfy. The State understands that Contractor's performance is contingent upon the State's timely and effective performance of its responsibilities, and the State's timely decisions and approvals.

11. Pre-Delivery Testing for Software purchased after the Effective Date.

11.1 <u>Testing By Contractor</u>. Before delivering and installing the Software, Contractor must:

(a)   test the Software to confirm that it is fully operable, meets all applicable Specifications and will function in accordance with the Specifications and Documentation when properly installed in the Operating Environment;

(b)   scan the Software using industry standard scanning software and definitions to confirm it is free of Harmful Code; and

(c)   remedy any Non-Conformity or Harmful Code identified and retest and rescan the Software.

11.2 For the avoidance of doubt, this Section 11 does not apply to Statements of Work for Consulting Services.

12. Acceptance Testing.

12.1 <u>Acceptance Testing for Software purchased after the Effective Date of the Contract</u>.

(a)   Unless otherwise specified in the Statement of Work, upon installation and configuration of the Software, Acceptance Tests will be conducted as set forth in this **Section 12** to ensure the Software conforms to the requirements of this Contract, including the applicable Technical Specifications and Documentation. The State may, but is not obligated, to perform its own pretest on the Software utilizing Contractor's Test Package. If the State does perform a pretest, and Contractor's Test Package does not successfully pass the Test Data or Test Estimate scripts as described by Contractor, the State, at its discretion, is not obligated to move into the formal Acceptance Tests set forth in this Section. The parties agree that any Software which was delivered to the State prior to the date of the Effective Date of this Contract has been deemed accepted and is not subject to any further Acceptance Tests. The parties may reasonably agree in writing to waive Acceptance Testing if sufficient testing has taken place during a proof of concept, evaluation period, or other applicable test period.

(b)   All Acceptance Tests will take place in person or remotely at the designated Site(s), including a third party data center if the State procures Hosting Services from Contractor through a Permitted Subcontractor in the Operating Environment described in the Statement of Work, commence on the Calendar Day following installation of the Software and be conducted diligently for up to thirty (30) Calendar Days, or such other period as may be set forth in the Statement of Work (the "**Testing Period**"). Acceptance Tests will be conducted by the party responsible as set forth in the Statement of Work or, if the Statement of Work does not specify, the State, provided that:

  (i) for Acceptance Tests conducted by the State, if specified in the Statement of Work, Contractor will make suitable Contractor Personnel available to observe or participate in such Acceptance Tests; and

  (ii) for Acceptance Tests conducted by Contractor, the State has the right to observe or participate in all or any part of such Acceptance Tests.

  (c) The State may suspend Acceptance Tests and the corresponding Testing Period by written notice to Contractor if the State discovers a material Non-Conformity in the tested Software or part or feature of the Software. In such event, Contractor will immediately commence in using its best efforts to resolve any case within ten (10) calendar days correcting such Non-Conformity, whereupon the Acceptance Tests and Testing Period will resume for the balance of the Testing Period.

  12.2 <u>Notices of Completion, Non-Conformities, and Acceptance</u>. Within fifteen (15) Calendar Days following the completion of any Acceptance Tests, the party responsible for conducting the tests will prepare and provide to the other party written notice of the completion of the tests. Such notice must include a report describing in reasonable detail the tests conducted and the results of such tests, including any uncorrected Non-Conformity in the tested Software.

  (a) If such notice is provided by either party and identifies any Non-Conformities, the parties' rights, remedies, and obligations will be as set forth in **Section 12.3** and **Section 12.4**.

  (b) If such notice is provided by the State, is signed by the State's Business Owner and Project Manager, and identifies no Non-Conformities, such notice constitutes the State's Acceptance of such Software.

  (c) If such notice is provided by Contractor and identifies no Non-Conformities, the State will have ten (10) Business Days to use the Software in the Operating Environment and determine, in the exercise of its sole discretion, whether it is satisfied that the Software contains no Non-Conformities, on the completion of which the State will, as appropriate:

  (i) notify Contractor in writing of Non-Conformities the State has observed in the Software and of the State's non-acceptance thereof, whereupon the parties' rights, remedies and obligations will be as set forth in **Section 12.3** and **Section 12.4**; or

  (ii) provide Contractor with a written notice of its Acceptance of such Software, which must be signed by the State's Business Owner and Project Manager.

  12.3 <u>Failure of Acceptance Tests</u>. If Acceptance Tests identify any Non-Conformities, Contractor, at Contractor's sole cost and expense, will remedy all such Non-Conformities and re-deliver the Software, in accordance with the requirements set forth in the Statement of Work. Redelivery will occur as promptly as commercially possible and, in any case, within thirty (30) Calendar Days following, as applicable, Contractor's:

  (a) completion of such Acceptance Tests, in the case of Acceptance Tests conducted by Contractor; or

  (b) receipt of the State's notice under **Section 12.1(a)** or **Section 12.2(c)(i)**, identifying any Non-Conformities.

12.4 Repeated Failure of Acceptance Tests. If Acceptance Tests identify any Non-Conformity in the Software after a second or subsequent delivery of the Software, or Contractor fails to re-deliver the Software on a timely basis as set forth in this Section, the State may, in its sole discretion, by written notice to Contractor:

(a) continue the process set forth in this **Section 12**;

(b) accept the Software as a nonconforming deliverable, in which case the parties will negotiate how Fees for such Software might be reduced equitably to reflect the value of the Software as received relative to the value of the Software had it conformed; or

(c) deem the failure to be a non-curable material breach of this Contract and the Statement of Work and terminate this Contract for cause in accordance with **Section 23.1**.

12.5 Acceptance. Acceptance ("**Acceptance**") of the Software will occur on the date that is the earliest of the State's delivery of a notice accepting the Software under **Section 12.2(b)**, or **Section 12.2(c)(ii);** or, if no notice is received by Contractor from the State within 45 Calendar Days of delivery, the Software shall be deemed Accepted by the State.

12.6 Acceptance Testing for Consulting Services.

(a) Deliverables that are Work Product require formal written approval by the State, in accordance with the following procedures. The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, visibility of interim and intermediate deliverables and collaboration on key decisions.

(b) The State shall use commercially reasonable efforts to review and approve Deliverables as soon as reasonably practical and unless otherwise agreed to in a Consulting Services Statement of Work, in no event more than ten (10) business days of the State's receipt of the Deliverable, the State shall notify Contractor of acceptance or rejection of the Deliverables or the Deliverable shall be deemed accepted. The State's rejection of any submitted Deliverables shall be by written notice providing details of all known material defects causing the Deliverable to fail to meet the Acceptance Criteria. Upon receipt of such written notice, the parties shall meet to discuss the material defects and causes and agree on a remediation plan schedule by which Contractor shall resubmit the revised Deliverable for the State's acceptance. The parties shall iterate this process until all Deliverable(s) have been accepted. Any Deliverable provided to The State that has been deployed into production use will be deemed to be accepted, regardless of whether it meets the agreed upon Acceptance Criteria. The State shall accept all Deliverables that meet the Acceptance Criteria applicable to such Deliverables.   Once all Deliverables required to meet a particular milestone have been accepted or are deemed accepted, the milestone shall be complete.

(c) Upon delivery and installation of any API, Configuration or Customization to the Software under the Statement of Work, additional Acceptance Tests will be performed on the modified Software in accordance with **Section 12.6** herein to ensure full operability, integration, and compatibility among all elements of the Software ("Integration Testing"). Integration Testing is subject to all procedural and other terms and conditions set forth **Section 12.6 (b)** above.

(d) This **Section 12.6** does not apply to Software Installation and Configuration Services, such Services are not subject to Acceptance.

13. Training. Contractor shall provide training on all uses of the Software permitted hereunder in accordance with the times, locations and other terms set forth in the Statement of Work. In the event any "free" training is to be provided the applicable Statement of Work shall clearly set forth the details related thereto. Upon the State's request, Contractor shall timely provide training for additional Authorized Users or other additional training on all uses of the Software for which the State requests such training, at such reasonable times and locations and pursuant to such rates and other terms as are set forth in a mutually agreed to Pricing Schedule.

14. Maintenance Releases; New Versions

14.1 Maintenance Releases. Provided that the State is current on its Support Services Fees, during the Term, Contractor shall provide the State, at no additional charge, with all Maintenance Releases, each of which will constitute Software and be subject to the terms and conditions of this Contract.

14.2 New Versions. Provided that the State is current on its Support Services Fees, during the Term, Contractor shall provide the State, at no additional charge, with all New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

14.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. However, the Contractor shall not be obligated to offer support services for more than the current Release level of the applicable Software product and any prior releases made within the five (5) year period preceding general availability of the most current release level of said product. If the State wishes to install any Maintenance Release or New Version, the State shall have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party as set forth in the Statement of Work. Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Acceptance Tested by the State. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract except as provided for above.

15. Source Code Escrow

15.1 Escrow Contract. Upon the Effective Date of this Contract, Contractor must designate the State as a beneficiary to a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. Contractor hereby grants the State a license to use, and reproduce as necessary to maintain operation of the Software, provided the State may not distribute or sublicense the deposit material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the deposit material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the deposit material itself. The deposit material constitutes Confidential Information of Contractor pursuant to **Section 20.1** of this Contract (provided no provision of **Section 20.5** calling for return of Confidential Information before termination of this Contract will apply to the deposit material).

16. Fees

16.1 License Fee. In consideration of, and as payment in full for, the rights and license to use the Software and Documentation as provided in this Contract and the License Agreement, the State shall pay to Contractor the license fees (the "**License Fee**") set forth on the applicable Pricing Schedule, Rider or Purchase Order appended to the Contract through the Contract Change process, subject to and in

accordance with the terms and conditions of this Contract and the License Agreement, including the applicable timetable and other provisions of the Statement of Work and this **Section 16**.

16.2 <u>Implementation Fees</u>. In consideration of, and as payment in full for, Contractor's provision of implementation services as provided in this Contract and the applicable Statement of Work, the State shall pay to Contractor the implementation fees (the "**Implementation Fees**") set forth on the Pricing Schedule, subject to and in accordance with the terms and conditions of this Contract, including the applicable timetable and other provisions of the Statement of Work and this **Section 16**.

16.3 <u>Support Service Fees</u>. In consideration of Contractor providing the Support Services as required under the Maintenance and Support Schedule (as applicable) or the Service Level Agreement (as applicable), the State shall pay to Contractor the Support Services fees (the "**Support Service Fees**") set forth in the applicable Pricing Schedule, Rider or Purchase Order appended to the Contact through the Contract Change process subject to and in accordance with the terms and conditions of this Contract, including the applicable provisions of the Maintenance and Support Schedule (as applicable) or the Service Level Agreement (as applicable) and this **Section 16**.

16.4 <u>Services Fees</u>. In consideration of Contractor providing the Services as required under the applicable Statement of Work, the State shall pay to Contractor the Services fees as set forth in the applicable Pricing Schedule or pursuant to the Consulting Statement of Work (as applicable), subject to and in accordance with the terms and conditions of this Contract and this **Section 16**.

16.5 <u>Firm Pricing/Fee Changes</u>. All Pricing set forth in this Contract is firm and will not be increased, except as otherwise expressly provided in this **Section 16.5**.

(a)   The License Fee will not be increased at any time except for: (a) the addition of additional licenses, or (b) an upgrade to a licensing parameter which was the basis for the original license fee paid (increase in the number or permitted, Users, Cores etc.). The fees for which additional licenses will remain firm and must be set forth in accordance with the Pricing set forth in the Pricing Schedule, which must identify the period during which the prices are held firm and any mutually agreed to cap on increases.

17. Invoices and Payment.

17.1 <u>Invoices</u>. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of Milestones. Contractor must submit each invoice in electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

(a)   clearly identify the Contract and purchase order number to which it relates, in such manner as is required by the State;

(b)   list each Fee item separately;

(c)   include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;

(d)   for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;

(e)   include such other information on the invoice or as an attachment to the invoice as may reasonably be required by the State as set forth in the Statement of Work; and

(f)   Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

17.2 Payment. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/SIGMAVSS to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment

17.3 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services or Deliverables purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

17.4 Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

(a)   timely renders all payments and amounts that are not in dispute;

(b)   notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:

(i)   the amount in dispute; and

(ii)   the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;

(c)   works with Contractor in good faith to resolve the dispute promptly; and

(d)   promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Services or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 17.4** or any dispute arising therefrom.

17.5 Right of Setoff. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

18. Intellectual Property Rights

18.1 Ownership Rights in Software

(a)   Subject to the rights and licenses granted by Contractor in this Contract and the License Agreement, and the provisions of **Section 18.1(b)**:

(i)   Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and

(ii)   none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

(b)   As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to User Data, including all Intellectual Property Rights arising therefrom or relating thereto.

18.2 Rights in Open-Source Components. Ownership of all Intellectual Property Rights in Open-Source Components shall remain with the respective owners thereof, subject to the State's rights under the applicable Open-Source Licenses.

18.3 Rights in Work Product. Upon the payment of all fees incurred, Contractor hereby grants the State all right, title, and interest in and to all Work Product originally developed exclusively for the State under this Contract, including all copyright and copyrightable works except as set forth herein. In furtherance of the foregoing:

(a)   Contractor will create all Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b)   to the extent any Work Product do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

(i)   assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to Work Product; and

(ii)   irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of *droit moral* with respect to Work Product.

(c)   Except to the extent that any Work Product contains any Confidential Information, including State Data, if set forth in the applicable Statement of Work or a Change Order appended to the Contract pursuant to a Contract Change Notice as set forth in **Section 2.2**, the State shall grant Contractor an irrevocable, perpetual, non-exclusive, worldwide, fully paid-up license to use, execute, reproduce, display, perform, modify, sublicense, distribute copies of and make derivative works based on the Work Product and authorize others to do any of the former. The parties shall cooperate fully to execute any document reasonably required to transfer such rights provided for in this section.

(d)   Rights in API.   Any API shall remain the property of Contractor. Upon the payment of all fees incurred, the State shall have an irrevocable, perpetual, non-exclusive, worldwide, fully paid-up license to use, execute, and display the API.

18.4 Notwithstanding this Section 18, Information Builders is the owner of certain proprietary software and applications including, but not limited to the WebFOCUS, iWAY and Omni Gen family of products. Information Builder's rights in and to such proprietary software, applications and building blocks (and all related intellectual property rights, training materials, written materials and source codes) are

protected by certain patents, trademarks, copyrights and trade secret protections. Nothing herein contained shall be deemed to grant the State (or any other party) any right, title or interest in or to such proprietary software and applications or to any improvement or modification made to such during the course of any Services performed hereunder, or to any development methodology, programming methods, techniques or know-how utilized by Information Builders or others, or to prevent Information Builders from rendering the same or similar services to others.

19. State Data.

19.1 <u>Ownership</u>. The State's data ("**State Data**"), which will be treated by Contractor as Confidential Information, includes: (a) User Data; and (b) any other data collected, used, processed, stored, or generated by the State in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section** 19.1 survives termination or expiration of this Contract.

19.2 <u>Contractor Use of State Data</u>. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 19.2** survives termination or expiration of this Contract.

19.3 <u>Loss or Compromise of Data</u>. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than forty-eight (48) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State and (c) perform or take any other actions required to comply with applicable law as a result of the occurrence.

19.4 <u>Exclusive Liability for Breach of Data Security</u>. In the event of any error, negligent or intentional act or omission, or breach, by Contractor or Contractor's Personnel or Permitted Subcontractors, that compromises or suspected to compromise the security or confidentiality of State Data, or the physical,

technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection and security or confidentiality of State Data, Contractor must, as applicable, indemnify and hold harmless the State as follows:

(a)   Notify the State as soon as practicably, but no later than forty-eight (48) hours of becoming aware of such an occurrence;

(b)   Cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State;

(c)   in the case of PII and PHI, at the State's sole election if notice is needed, with approval and assistance from the State, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with such applicable law, or, in the absence of any legally required notification period, within fifteen (15) calendar days of the notification provided to the State pursuant to (a), above unless the parties reasonably agree that a longer period of time is appropriate; or (ii) reimburse the State for any costs in notifying the affected individuals as set forth above;

(d)   in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals;

(e)   perform or take any other actions required to comply with applicable law as a result of the occurrence;

(f)   pay for any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution;

(g)   without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all cost for the defense of claims by affected individuals alleging invasions of privacy, identity theft, or similar claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence;

(h)   be responsible for restoring lost State Data from the applicable backups maintained by the State in the manner and on the schedule set by the State without charge to the State; and

(i)   provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence.

(j)   Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to

affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination.

(k) This **Section 19** survives termination or expiration of this Contract and is Contractor's sole liability and the State's exclusive remedy, in addition to exercising its ability to terminate this Contract in accordance with section **Section 23.1** for breach of this Section 19 and Schedule F (as applicable). Any Disclaimer of Damages under the terms of this Contract as set forth in Section 28.1 shall continue to apply to items such as lost profits, damage to reputation, and other costs not identified above. Contractor's liability related to this Section 19 and Schedule F (as applicable) is limited to a maximum of $5 million per occurrence.

20. Confidential Information. Each party acknowledges that it may be exposed to or acquire communication or data of the other party that is confidential in nature and is not intended to be disclosed to third parties. This **Section 20** survives termination or expiration of this Contract.

20.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

20.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 20.2**.

20.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its reasonable best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must promptly advise the other party in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each

party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

20.4 <u>Remedies for Breach of Obligation of Confidentiality</u>. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

20.5 <u>Surrender of Confidential Information upon Termination</u>. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must, within ten (10) Business Days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control. If Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and certify the same in writing within ten (10) Business Days from the date of termination to the other party. Notwithstanding the foregoing, electronic copies of the State's Confidential Information that are archived or saved by Contractor will be destroyed in accordance with Contractor's document retention policy and until then, Contractor will protect the confidentiality of this information in accordance with the provisions of this Contract.

21. HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

22. ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor and the State shall take a collaborative approach in addressing specific accessibility requirements which must be set forth and fully described in Technical Specifications attached to or included in a mutually agreed to Statement of Work. The mutually agreed to Statement of Work must specify whether the Software, Consulting Services, Work Product and/or Deliverables must meet level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

The State recognizes that the Contractor's incorporation of ADA functionality in its COTS products is incremental and ongoing and when available Contractor shall demonstrate the IBI COTS product accessibility functionality to the State. Contractor and the State agree to discuss the State's specific ADA requirements on a case by case basis for consideration when determining the direction of its product roadmap.

The parties agree that not all previously acquired Software nor all Consulting Services previously performed currently meet the requirements of World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 resulting in Deliverables that are not fully compliant. The parties will work together, as necessary, to bring such previously implemented Deliverables into compliance, through new mutually agreed to Statements of Work that set forth the mutually agreed to Technical Specifications and approach for migrating to future Software releases and modification of Deliverables, as well as the cost and effort required.

23. Termination, Expiration, Transition. The State may terminate this Contract, the Consulting and Hosting Services, or any Statement of Work, in accordance with the following:

23.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a)   The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the security of State Systems, State Data, or the State's facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract upon giving Contractor thirty (30) calendar days prior written notice specifically identifying the alleged breach, provided that Contractor does not cure or make reasonable progress (as determined solely by the State) to cure the alleged breach during the thirty (30) day notice period. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b)   If the State terminates this Contract under this **Section 23.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance at the expiration of any cure period, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 23.4.**

23.2 Termination of the Contract for Non-Appropriation or Negative Appropriation. The State may immediately terminate this Contract in whole or in part, without penalty, for non-appropriation or negative appropriation. Such negative appropriation must occur by operation of law. The termination notice will specify the date upon which the State will cease use of all Software licensed by Term. If the State terminates this Contract pursuant to this Section, the State will pay all costs incurred up to the date of termination, to the extent the funds are available, including but not limited to any license and Maintenance and Support Fees (i.e. for InfoResponse).

23.3 Payments to Contractor. If termination is for cause the following shall apply: The State will only pay for amounts due to Contractor for Software Accepted by the State and Services rendered in accordance with the Contract through the effective date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated through the effective date of such termination, including any prepaid Support Services Fees. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, such as administrative costs, attorneys' fees, and court costs.

23.4 Termination of a Consulting Services Statement of Work for Convenience. Except in instances of non-appropriation or negative appropriation of funds (such negative appropriation occurring by operation of law), the State may terminate a Consulting Services Statement of Work by giving Contractor ten (10) business days' written notice; such termination to be effective ten (10) business days after Contractor's receipt of such notice. Contractor shall be paid for all Services performed and reimbursable expenses incurred to the effective date of termination. Contractor shall not be liable for delays, added costs, failure to complete the project, or incomplete work resulting from such termination by the State.

23.5 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 60 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance shall be provided at the established Contract time and materials hourly rates as detailed in Contractor's Rate Card appended at Schedule D of this Contract and may include but is not limited to: (a) continuing to perform the Services (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). The Term of this Contract is automatically extended through the end of the Transition Period. Notwithstanding anything in the foregoing Section, if the State is terminating the Contract due to non-appropriation or negative appropriation, Contractor is not obligated to provide Transition Services if funds are not available to pay for those Transition Services.

23.6 Survival. This **Section 23** survives termination or expiration of this Contract.

24. Stop Work Order. The State may, at any time, order the Services of Contractor fully or partially stopped for its own convenience for up to ninety (90) calendar days at no additional cost to the State. Except in instances of non-appropriation or negative appropriation of funds (such negative appropriation to occur by operation of law), the State will give Contractor five (5) business days advance written notice before the Stop Work Order takes effect. The State will provide Contractor a written notice detailing such suspension (a "**Stop Work Order**"). In instances of non-appropriation or negative appropriation of funds, Contractor must comply with the Stop Work Order upon receipt. Within 90 days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the applicable Consulting Services Statement of Work in accordance with Section 23.3 herein. The State will not pay for any Services, Contractor's lost profits, or any additional compensation during a stop work period. The State understands and agrees that resuming performance of the Consulting Services following a Stop Work Order may require a two (2) to three (3) week advance written notice period and Contractor cannot guarantee the continuity of Contractor Personnel, including any Key Personnel, following a Stop Work Order.

25. Contractor Representations and Warranties.

25.1 Authority. Contractor represents and warrants to the State that:

(a) It is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) It has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) The execution of this Contract by its Representative has been duly authorized by all necessary organizational action; and

(d) When executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms.

25.2 <u>Bid Response</u>. Contractor represents and warrants to the State that:

(a)   The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the Solicitation Type; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

(b)   All written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's Bid Response, is to the best of Contractor's knowledge true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading;

(c)   Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract; and

(d)   If any of the certifications, representations, or disclosures made in Contractor's Bid Response change after contract award, the Contractor is required to report those changes immediately to the Contract Administrator.

25.3 <u>Software Representations and Warranties</u>. Contractor further represents and warrants to the State that:

(a)   it is the legal and beneficial owner of the entire right, title and interest in and to the Software, including all Intellectual Property Rights relating thereto;

(b)   it has, and throughout the license term, will retain the unconditional and irrevocable right, power and authority to grant and perform the license hereunder;

(c)   the Software, and the State's use thereof, is and throughout the license term will be free and clear of all encumbrances, liens and security interests of any kind;

(d)   neither its grant of the license, nor its performance under this Contract does or to its knowledge will at any time:

(i)   conflict with or violate any applicable Law;

(ii)   require the consent, approval or authorization of any governmental or regulatory authority or other third party; or

(iii)   require the provision of any payment or other consideration to any third party;

(e)   when used by the State or any Authorized User in accordance with this Contract and the Documentation, the Software or Documentation as delivered or installed by Contractor does not or will not:

(i)   infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party; or

(ii)   fail to comply with any applicable Law;

(f)   as provided by Contractor, the Software does not or will not at any time during the license term contain any:

(i)   Harmful Code; or

(ii)   Open-Source components or software except as permitted under **Section 4.**

(g)   all Documentation is and will be complete and accurate in all material respects when provided to the State such that at no time during the license term will the Software have any material undocumented feature; and

(h)   when used in the Operating Environment (or any successor thereto) in accordance with the Documentation, all Software as provided by Contractor, will be fully operable, meet in substantial conformance with all applicable specifications, and will function in all material respects, in conformity with this Contract and the Documentation;

(i)   no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software; and

(j)   Contractor understands that the State cannot indemnify any third party, nor can it agree to be bound by laws from a jurisdiction other than the State of Michigan.

25.4 Consulting Services Representations and Warranties.

Contractor further represents and warrants to the State that:

(a)   it will perform all Services in a timely, skillful, professional and workmanlike manner in accordance with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet its obligations under this Contract.

(b)   It will use reasonable commercial efforts to meet mutually agreed to implementation project schedule set forth in the applicable Statement of Work. In addition to the State satisfying its obligations stated in the Statement of Work, meeting any target date(s) will require the State to supply appropriate personnel to answer questions, resolve issues and provide required information in a timely manner as set forth herein. Failure to get proper turnaround on information and questions or review and feedback may result in a day-for-day slip in the proposed project time line. Contractor's Project Manager will notify the State's Project Manager immediately if delays begin to put the schedule in jeopardy.

(c)   In the case of time and materials based SOWs, Contractor does not promise that the work can be completed for the amount estimated or within any specified time period.

(d)   If any Consulting Services do not meet the warranty set forth above, Contractor will use all commercially reasonable efforts, without charge, to bring its services to the specified level.   In order to obtain such warranty service, the problem must be reported to Contractor within 90 days of delivery of the Work Product in question or for Consulting Services Statements of Work with Acceptance, 90 days from Acceptance of the Work Product. However, any other services not covered by this Warranty Services will be performed on a time and materials basis.

(e)   The State's sole and exclusive remedy is for Contractor to use commercially reasonable efforts to cause the Services to comply with the foregoing warranties. In the event, Contractor cannot provide such Services within a reasonable time after notification, the State's sole and exclusive remedy is to terminate this Contract and to receive a refund of any fees paid to Contractor for the non-conforming Services.

25.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THIS CONTRACT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

26. Indemnification

26.1 General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, reasonable attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any infringement, misappropriation, or other violation of any Intellectual Property Right of any Third Party; and (b) any bodily injury, death, or damage to real or tangible personal property to the extent caused by the gross negligence or willful misconduct or negligent action or inaction of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

26.2 Indemnification Procedure. The State will promptly notify Contractor of the claim in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the reasonable satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State agrees to cooperate fully with Contractor in the defense and settlement of the matter and Contractor agrees that the State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel at its own expense; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary for matters pertaining to a State employee, official, or law. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 26**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

26.3 Infringement Remedies.

(a)   Once Contractor has done any one of the below (b) (c) or (d), it shall have no further liability to the State for the Infringement, except for its obligation to indemnify the State in Section 26.1 of this Agreement

(b)   If any Software or any component thereof, other than State Materials, is found to be infringing or if any use of any Software or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of an infringement claim, Contractor must, at Contractor's sole cost and expense:

(i)   procure for the State the right to continue to use such Software or component thereof to the full extent contemplated by this Contract; or

(ii)   modify or replace the materials that infringe or are alleged to infringe ("**Allegedly Infringing Materials**") to make the Software and all of its components non-infringing while providing fully equivalent features and functionality.

(c)   If neither of the foregoing is possible notwithstanding Contractor's reasonable best efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

(i)   refund to the State a prorated portion of all amounts paid by the State in respect of such Allegedly Infringing Materials based on a straight line 5 year depreciation schedule, and any other aspects of the Software provided under the Statement of Work for the Allegedly Infringing Materials that the State cannot reasonably use as intended under this Contract; and

(ii)   to the extent commercially reasonable, in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Software without disruption.

(d)   If Contractor directs the State to cease using any Software under **subsection (c)**, the State may terminate this Contract for cause under **Section 23.1**.

(e)   Contractor will have no liability for any claim of infringement arising solely from:

(i)   Contractor's compliance with any designs, specifications, or instructions of the State; or

(ii)   modification of the Software by the State without the prior knowledge and approval of Contractor;

unless the claim arose against the Software independently of any of the above specified actions.

27. Liquidated Damages for Consulting Services.

27.1 If Liquidated Damages have been expressly identified in the Statement of Work, the parties agree that Contractor's failure to meet Milestone Dates agreed to by the parties in such Consulting Services Statement of Work that is solely due to Contractor's performance will interfere with the proper and timely implementation of the Consulting Services, to the loss and damage of the State. Further, the State will incur major costs to perform the obligations that would have otherwise been performed by Contractor. The parties understand and agree that any liquidated damages Contractor must pay to the State as a result of such nonperformance are described in the Statement of Work, and that these amounts are reasonable estimates of the State's damages in accordance with applicable Law.

27.2 The parties acknowledge and agree that Contractor could incur liquidated damages, as provided for above, for more than one event if Contractor fails to timely perform its obligations by each Milestone Date.

27.3 The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract not covered by this Liquidated Damages provision. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

27.4 Unless otherwise provided for in the applicable Statement of Work, amounts due the State as liquidated damages may be set off against any Fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.With the exception of the State's right to terminate the Contract for reasons other than the delay resulting in the assessment of Liquidated Damages, this Liquidated Damages provision shall be the State's exclusive remedy for Contractor's failure to meet Milestone Dates agreed to by the parties in such Consulting Services Statement of Work that is solely due to Contractor's performance delays.

28. Damages Disclaimers and Limitations.

28.1 <u>Each Party's Disclaimer of Damages</u>. NEITHER THE STATE OR THE CONTRACTOR WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OR EXPENSES , INCLUDING WITHOUT LIMITATION LOST PROFITS, REVENUE, DATA OR USE AND LOST BUSINESS OPPORTUNITIES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO ERRORS OR OMISSIONS OR BREACH OF WARRANTY), EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES .

28.2 <u>Each Party's Limitation of Liability</u>.

(a)   EXCEPT FOR CONTRACTOR'S LIABILITY FOR DAMAGES RESULTING FROM ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 26 OR DAMAGES FOR BREACH OF DATA SECURITY PER SECTION 19, CONTRACTOR'S LIABILITY WILL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AND SHALL IN NO EVENT EXCEED THE LICENSE FEES ACTUALLY PAID TO CONTRACTOR FOR THE RELEVANT SOFTWARE GIVING RISE TO THE LIABILITY, OR IN THE CASE OF CONSULTING SERVICES THE AMOUNT OF FEES PAID UNDER THE APPLICABLE CONSULTING SERVICES STATEMENT OF WORK. CONTRACTOR'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO INFORESPONSE SERVICES SHALL BE LIMITED TO THE INFORESPONSE FEES ACTUALLY PAID TO CONTRACTOR FOR THE RELEVANT INFORESPONSE SERVICES GIVING RISE TO THE LIABILITY FOR THE MOST RECENT ANNUAL TERM.

(b)   THE STATE'S LIABILITY WILL BE LIMITED TO DIRECT AND ACTUAL DAMAGES AND SHALL IN NO EVENT EXCEED THE LICENSE FEES PAYABLE BY THE STATE FOR THE RELEVANT SOFTWARE GIVING RISE TO THE LIABILITY, OR IN THE CASE OF CONSULTING SERVICES THE AMOUNT OF FEES PAYABLE UNDER THE APPLICABLE CONSULTING SERVICES STATEMENT OF WORK. THE STATE'S MAXIMUM LIABILITY FOR DAMAGES RELATED TO INFORESPONSE SERVICES SHALL BE LIMITED TO THE INFORESPONSE FEES ACTUALLY PAYABLE TO CONTRACTOR FOR THE RELEVANT INFORESPONSE SERVICES GIVING RISE TO THE LIABILITY FOR THE MOST RECENT ANNUAL TERM.

29. Records Maintenance, Inspection, Examination, and Audit.

29.1 Right of Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to this Contract through the Term of this Contract and for four (4) years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Financial Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, Contractor must retain the records until all issues are resolved.

29.2 Right of Inspection. Within ten (10) calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Services are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Contract must be paid or refunded within forty-five (45) calendar days.

29.3 Application. This **Section 29** applies to Contractor, any Affiliate, and any Permitted Subcontractor that performs Services in connection with this Contract.

30. Insurance

30.1 Required Coverage.

(a) **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds
Umbrella or Excess Liability Insurance	
Minimal Limits: $5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions,

	agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> $1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation in favor of State of Michigan as specifically required by written contract (except where waiver is prohibited by law), per policy terms, conditions and exclusions.
Employers Liability Insurance	
<u>Minimal Limits:</u> $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimal Limits:</u> $1,000,000 Each Occurrence $1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> $3,000,000 Each Occurrence $3,000,000 Annual Aggregate <u>Deductible Maximum:</u> $50,000 Per Loss	

(b)   If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

(c)   If any of the required policies provide claim-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

(d)   Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance and caused by Contractor. Failure to maintain the required insurance does not limit this waiver. Any exceptions to (b) above will required State of Michigan approval.

30.2 Non-waiver. This **Section 30** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

31. Dispute Resolution.

31.1 Unless otherwise specified in the Statement of Work, the parties will endeavor to resolve any Contract dispute in accordance with **Section 31** (the "**Dispute Resolution Procedure**"). The initiating party will reduce its description of the dispute to writing (including all supporting documentation) and deliver it to the responding party's Project Manager. The responding party's Project Manager must respond in writing within ten (10) Business Days. The initiating party has ten (10) Business Days to review the response. If after such review resolution cannot be reached, both parties will have an additional five (5) Business Days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved within thirty (30) days, the parties must submit the dispute to the parties' Contract Administrators. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance and is further addressed in **Section 17.4**.

31.2 Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' Contract Administrators, and either Contract Administrator concludes that resolution is unlikely, or fails to respond thirty (30) days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This **Section 31** does not limit the State's right to terminate this Contract.

32. General Provisions

32.1 Force Majeure.

(a)   Force Majeure Events. Subject to **Subsection (b)** below, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

(b)   State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event materially affecting Contractor's performance hereunder continues substantially uninterrupted for a period of ten (10) Business Days or more for Hosting Services or thirty (30) Days or more for Consulting Services. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

32.2 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents as may be necessary to give full effect to the terms of this Contract.

32.3 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

32.4 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

32.5 Notices. All notices, requests, consents, demands, waivers and other communications under this Contract must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this **Section 32.5**):

If to Contractor: Jennifer Kwapis
                       Email: Jennifer_kwapis@ibi.com]
                       Attention: Senior Account Executive
                       Two Penn Plaza, New York, NY 10121

If to State: Sean Regan
                      Email: regans@michigan.gov
                      Attention: Contract Administrator
                      525 W. Allegan St, Lansing, MI 48933

Notices sent in accordance with this **Section 32.5** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission and followed up as outlined in (a) or (b)), if sent during normal business hours of the recipient, and on the next Business Day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

32.6 Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

32.7 Assignment.   Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 23.1**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 32.7** is void.

32.8 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

32.9 Amendment and Modification; Waiver. No amendment to or modification of this Contract is effective unless it is in writing, identified as an amendment to this Contract and signed by both parties Contract Administrator. Further, certain amendments to this Contract may require State Administrative Board Approval. No waiver by any party of any of the provisions of this Contract will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract will operate or be construed as a waiver. Nor will any single or partial exercise of any right, remedy, power or privilege under this Contract preclude the exercise of any other right, remedy, power or privilege.

32.10   Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of

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this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

32.11   Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.

32.12   Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 32.12**.

32.13   Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its Permitted Subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

32.14   Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or Permitted Subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

32.15   Schedules   All Schedules that are referenced herein and attached hereto are hereby incorporated by reference.

32.16   Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

32.17   Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and will be deemed to be rights and licenses to "intellectual property," and all Software and Deliverables are and will be deemed to be "embodiments" of "intellectual property," for purposes of, and as such terms are used in and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Code**"). If Contractor or its estate becomes subject to any bankruptcy or similar proceeding, the State retains and has the right to fully exercise all rights, licenses, elections, and protections under this Contract, the Code and all other applicable bankruptcy, insolvency, and similar Laws with respect to all Software and other Deliverables. Without limiting the generality of the foregoing, Contractor acknowledges and agrees that, if Contractor or its estate shall become subject to any bankruptcy or similar proceeding:

(a)   all rights and licenses granted to the State under this Contract will continue subject to the terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract; and

(b)   the State will be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property comprising or relating to any Software or other Deliverables, and the same, if not already in the State's possession, will be promptly delivered to the State, unless Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

32.18   Compliance with Laws. Contractor and its Representatives must comply with all Laws in connection with this Contract.

32.19   Non-Exclusivity. Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Services from other sources.

Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Contract, the Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules, and the Statement of Work; and (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON PURCHASE ORDERS, CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON CONTRACTOR, THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR IS BOUND TO STATE POLICIES AS IDENTIFIED IN THE CONTRACT TERMS, APPLICABLE STATEMENT OF WORK, OR SCHEDULE F (IF APPLICABLE). ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

Schedule A – Statement of Work for COTS Software

1. BACKGROUND

The State of Michigan ("SOM" or "DTMB" or "the State") currently holds several enterprise contracts for Information Builders' (or "Contractor") technology. This proprietary stack has been highly modified to be congruent to the specific needs of the Michigan State Police (or "MSP"). These esoteric configurations include but are not limited to a proprietary data model, customized cleansing, integration and indexing routines, and enhanced user interface modifications related to terminal and mobile applications. The MSP and Contractor have co-innovated on numerous applications leading to specific solutions associated with social media intent analyses, spatial analytics, incident analyses and response, enhanced integrated metrics and streaming data.

2. PURPOSE

The purpose of this request is to establish a multi-year agreement with Information Builders for software, software-as-a-service managed solutions and implementation services.

3. CONTRACT TERM

The Agreement term is expected to be 5 base years, with 1 5-year extension option. See Section 6 for software license effective dates.

4. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

Information Builders' platform supports the State IT Policies, Standards and Procedures (PSP) listed in the following link http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html.

Look and Feel Standard

The Information Builders' platform also adheres to the State of Michigan Application/Site standards which can be found at www.michigan.gov/standards.

Mobile Responsiveness

The Information Builders' WebFOCUS platform utilizes responsive design practices to ensure the application is accessible via a mobile device. All devices that support a modern browser are compatible with the WebFOCUS Architecture. Additionally, content created with the current release of WebFOCUS is fully responsive.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor and the State shall take a collaborative approach in addressing specific accessibility requirements which must be set forth and fully described in Technical Specifications attached to or included in a mutually agreed to Statement of Work. The mutually agreed to Statement of Work must specify whether the Software, Consulting Services, Work Product and/or Deliverables must meet level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

The State recognizes that the Contractor's incorporation of ADA functionality in its COTS products is incremental and ongoing and when available Contractor shall demonstrate the IBI COTS product accessibility functionality to the State. Contractor and the State agree to discuss the State's specific ADA requirements on a case by case basis for consideration when determining the direction of its product roadmap.

The parties agree that not all previously acquired Software nor all Consulting Services previously performed currently meet the requirements of World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0 resulting in Deliverables that are not fully compliant. The parties will work together, as necessary, to bring such previously implemented Deliverables into compliance, through new mutually agreed to Statements of Work that set forth the mutually agreed to Technical Specifications and approach for migrating to future Software releases and modification of Deliverables, as well as the cost and effort required.

5.   SOFTWARE LICENSES

This agreement cancels and replaces the following agreements and riders:

Rider/Agreement Date	Party	Description
August 4, 2009		Dewpoint Contract for LEAG
August 7, 2009	IBI	LEAG Pilot 100 users
September 29, 2009	IBI	Master Software License Agreement
September 30, 2010	IBI	LEAG Production 250 users
November 1, 2010	IBI	WebFOCUS Visual Discovery & InfoAssist
December 22, 2011	IBI	LEAG & WebFOCUS & RStat
December 15, 2013	IBI	WebFOCUS & iWay
October 28, 2016	IBI	InfoAssist
December 19, 2016	IBI	MSP Omni-Gen/iWay license ($220,870 per year)
May 9, 2017	IBI	TRCC Omni-Gen/iWay license ($210,000 per year)
May 31, 2017	IBI	MSP WebFOCUS LERTU license ($1,155,914.01 per year)
June 30, 2017	IBI	SOM Contract No. 171 180*180
November 17, 2017	IBI	Cambridge Intelligence KeyLines Professional Edition Subscription ($38,000 per year)
September 15, 2018	IBI	Omni-Gen Big Data Integrator/Kafka Adapter license for MSP ($129,500 per year)

The parties agree that all previously agreed to or executed riders and agreements on behalf of MSP or TRCC for software licenses, Maintenance, and Support are hereby cancelled and replaced by this agreement, including but not limited to those listed above. The parties further agree that the payment schedule in **Section 6 PAYMENT SCHEDULE** is complete and lists all payments that will be made to Information Builders, Inc. for licensed software and corresponding Maintenance and Support, subject to the Contract Terms, including availability of funds. Furthermore, the parties agree that no payments are due from the State of Michigan to Information Builders, Inc. from any of the agreements listed above outside the payments listed in **Section 6 PAYMENT SCHEDULE** with the exception of three subscription license payments that are being processed outside of this contract but for which POs and payment are due to Information Builders by 12/31/2018. *The three subscription license payments due to Information Builders by 12/31/2018 in addition to the payments listed in Section 6 are as follows:*

1. The Omni-Gen New Feature License First Year License Subscription Payment for $129,500.   For this payment, SOM issued a purchase order to an MMCP reseller. SOM will forward details of this transaction to IBI to allow IBI to invoice the reseller for the Omni-Gen New Feature license payment.
2. The KeyLines License Yearly Renewal for $38,000. For this payment, SOM issued purchase order #19*693 on November 30, 2018 to reseller SHI International for $39,102. On December 4, 2018, SHI International delivered invoice #B09209294 to SOM for $39,102. On December 6, 2018, SOM approved EFT payment of the same amount to SHI. IBI needs to invoice SHI International for the $38,000 KeyLines payment.
3. The MSP Omni-Gen Subscription Yearly Renewal for $220,870. For this payment, SOM issued purchase order 18*1843 on December 30, 2018 at 11:48 am to reseller SHI

International for $227,496.10. IBI needs to invoice SHI International for the $220,870 MSP Omni-Gen Subscription Yearly Renewal payment.

Software licenses, as described below, are granted to these organizations:

<u>MSP</u> (Licensee) – Michigan State Police.

<u>TRCC (Authorized Personnel, pursuant to the Master Software License Agreement in Schedule C)</u> – Traffic Records Coordinating Committee, which includes representatives from the Michigan Department of Health and Human Services (MDHHS), Michigan Department of Transportation (MDOT), Michigan Department of State (MDOS), Michigan State Police (MSP), Michigan Supreme Court Administrative Office (SCAO) and other traffic safety partners.

<u>Other Law Enforcement Agencies</u>: Authorized Personnel, as defined in the MSLA (Schedule C), includes local, State, and certain individuals from Federal law enforcement agencies that MSP collaborates with and shares data with, including:
- County sheriff departments
- County prosecutors and prosecuting attorneys
- Municipal police departments
- University police departments
- State agencies that collaborate with MSP in fusion centers
- Temporarily, certain individuals from United States Federal law enforcement agencies, especially Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), and Department of Homeland Security (DHS)
- Temporarily, certain individuals from Canadian local and federal law enforcement agencies
- Other law enforcement agencies that collaborate with MSP in fusion centers

Furthermore, Authorized Users, as defined in Contract Terms is permitted to expand to other parties if MSP expands the agencies it collaborates with in fusion centers or shares data with for the benefit of MSP business.

<u>Citizens, Public, and Private Institutions</u>: Authorized Users, as defined in Contract Terms, subject to section 5.9 of the Master Software License Agreement (Schedule C), include unaffiliated third parties who are outside of the Licensee's firewall with limited permitted access to the outward facing applications described below.

Permitted Subcontractors as of the Contract Effective Date are:
- Cambridge Intelligence, located at 6-8 Hills Road, Cambridge, UK, CB2 1JP
- Leeds LLC, located at CrimeCenter Software, One Gateway Center, Suite 2310, Newark, NJ 07102. Software provided at no cost to MSP for usage of Tips and Leads.
- Loqate GBG, located at 135 Madison Avenue, 5th Floor, New York, NY 10016-6759

All software titles that are subject to this agreement are identified here in **Section 5 SOFTWARE LICENSES** and described in detail in **Section 9 SOFTWARE DESCRIPTIONS**. Following are the software licenses granted to the State of Michigan, organized by software title and product.

<u>WebFOCUS Licensing</u>
WebFOCUS License includes these products:
- WebFOCUS ProServer

- WebFOCUS InfoAssist
- WebFOCUS Read/Write Adapter for Oracle
- WebFOCUS Read/Write Adapter for MS SQL Server
- WebFOCUS Read/Write Adapter for ESRI ArcGIS Server
- WebFOCUS In-Document Analytics
- WebFOCUS Magnify Search
- WebFOCUS Portal Unlimited
- WebFOCUS Data Science and Predictive Analytics Bundle (includes RStat)
- WebFOCUS "What If" Assist
- WebFOCUS InfoSearch
- WebFOCUS Enterprise Usage Monitor
- WebFOCUS Web Services Publishing Bundle

WebFOCUS Support:
- InfoResponse Premium

Permitted Use of WebFOCUS Software

Organization and Permitted Users	MSP and Government Task Force Members (Licensee with Authorized Personnel)	TRCC (Affiliate with Authorized Personnel)	Other Law Enforcement Agencies (as defined in the MSLA, Schedule C)	Citizens, Public, and Private Institutions (Permitted Third Party Browser Access as authorized in MSLA section 5.9)
Applications/ Use Cases	Unlimited	• Ad Hoc and self-service reporting on TRCC Data • Stand-alone WebFOCUS TRCC Reporting applications	Stand-alone WebFOCUS applications, or embedded WebFOCUS content that may have been processed using iWay and Omni-Gen, deployed to law enforcement partners to enhance Michigan statewide analytic law enforcement capabilities. Examples of use cases include, but are not limited to: • Records Management Systems like SRMS • Tips and Leads applications • Computer Aided Dispatch applications • Biometric Identification applications • Intelligence and Search applications • Other applications that MSP chooses to share with other law enforcement agencies for cases concerning the Michigan State Police or the Statewide Records Management System. Specifically not permitted by this license: • Applications for federal law enforcement agencies for their own use or for cases that do not concern the Michigan State Police.	As permitted in section 5.9 of the MSLA.
Users	Unlimited	Unlimited	Unlimited	Unlimited
Environments	DEV, TEST, PROD, DR	DEV, TEST, PROD, DR	DEV, TEST, PROD, DR	DEV, TEST, PROD, DR
# Images	Unlimited	Unlimited	Unlimited	Unlimited

Permitted Use of WebFOCUS Software

Organization and Permitted Users	MSP and Government Task Force Members (Licensee with Authorized Personnel)	TRCC (Affiliate with Authorized Personnel)	Other Law Enforcement Agencies (as defined in the MSLA, Schedule C)	Citizens, Public, and Private Institutions (Permitted Third Party Browser Access as authorized in MSLA section 5.9)
Effective Dates	Subscription License Start Date: June 30, 2017. Subscription License End Date: June 29, 2020. Conversion from Subscription License to One-Time License on June 29, 2020. One-Time License Start date: June 30, 2020 One-Time License End date: 99 years after June 30, 2020 per the Master Software License Agreement.			
Cores	Unlimited cores while the WebFOCUS license is a Subscription license which is through June 29, 2020. On June 30, 2020, the WebFOCUS license will convert to One-Time (99 year) license. The deployment of WebFOCUS will be limited to the number of cores in use based on an inventory taken by the State of Michigan on June 30, 2020.			

iWay Licensing (approved for use outside of Omni processing)
iWay License includes these products:
- iWay Service Manager – Standard Edition

iWay Support:
- InfoResponse Premium

Permitted Use of iWay Software

Organization and Permitted Users	MSP and Government Task Force Members (Licensee)	TRCC (Affiliate with Authorized Personnel)
MSP is permitted to use iWay Service Manager software outside of Omni processing for 3 distinct Use Cases. A Use Case is defined as a list of actions or event steps typically defining the interactions between a role (or actor) and the use of iWay as a part of an application to achieve a specific business goal. The 3 Use Cases of iWay Service Manager permitted for use under this license are as follows: 1. To support enabling "Location Services" which involves taking GPS feeds to map MSP Assets in near real-time (assets may include phones, radios, vehicles, people, or other equipment to be limited to MSP assets); 2. To support enabling the acquisition of data sources related to Michigan prescription drug monitoring analysis; and 3. A third Use Case that defined by MSP in the future and mutually-agreed upon by MSP and Information Builders according to the definition of a Use Case as listed above.		
Users	Unlimited	Unlimited
Environments	DEV, TEST, PROD, DR	DEV, TEST, PROD, DR
Effective Dates	Subscription License Start Date: December 31, 2016 Subscription License End Date: December 31, 2023	Subscription License Start Date: May 28, 2017 Subscription License Start Date: December 31, 2023
Cores (per image/instance)	32 Cores Total (To Be Used in 1 or Split Across Multiple Environments)	
Images/Instances	Unlimited	Unlimited

Omni-Gen Licensing:
Omni-Gen License includes these products:
- Omni-Gen Master Data Management Edition
- Omni-Gen Data Quality Edition
- Omni-Gen Integration Edition
- iWay Service Manager Pro
- One iWay Application Systems Adapter (of choice)
- iWay Big Data Integrator
- iWay Read/Write Kafka Adapter
- Omni-Gen Data Governance Console
- iWay Data Migrator
- iWay Data Migrator Change Data Capture
- NOTE: This iWay tools in this bulleted list are permitted to be used only from within Omni-Gen.

Omni-Gen Support:
- InfoResponse Premium

Permitted Use for Omni-Gen Software		
Organization and Permitted Users	**MSP and Government Task Force Members** (Licensee)	**TRCC** (Affiliate with Authorized Personnel)
Users	Unlimited	Unlimited
Environments	DEV, TEST, PROD, DR	DEV, TEST, PROD, DR
Cores	16 PROD 16 DR 16 TEST 16 DEV NOTE: MSP plans to consolidate the current individual MSP and TRCC deployments of Omni-Gen into one single deployment with 16 cores in PROD, TEST, and DEV. The DR environment will mirror the PROD environment.	
Domains	Unlimited	Unlimited
Mastered Records	Unlimited	Unlimited
#Images	Unlimited	Unlimited
Effective Dates	Subscription License Start Date: December 31, 2016 Subscription License End Date: December 31, 2023	Subscription License Start Date: May 28, 2017 Subscription License Start Date: December 31, 2023

KeyLines License includes these products:
- KeyLines Professional Edition
- Timebar tempered analysis
- Map mode geospatial analysis
- Combine nodes functional for clutter

- Social network algorithm reduction
- NOTE: KeyLines is visualization software published by Cambridge Intelligence at 6-8 Hills Road, Cambridge, UK, CB2 1JP. Information Builders, Inc. is a sublicensor of the KeyLines product.

KeyLines Support:
- Support from Information Builders: InfoResponse Premium, but limited to integrating KeyLines into WebFOCUS applications. Information Builder will not support the KeyLines application itself.
- Support from Cambridge Intelligence: Standard support of KeyLines application.

Permitted Use for KeyLines Professional Edition Software

Organization and Permitted Users	MSP (Licensee)
Users	Unlimited
#Images	1Image per environment
Environments	DEV, TEST, PROD, DR
Effective Dates	Subscription License Start Date: November 30, 2017 Subscription License End Date: December 31, 2023

6. PAYMENT SCHEDULE:

The payment schedule below includes all payments for software licenses for WebFOCUS, iWay, Omni-Gen, and KeyLines products, and associated software Support and Maintenance.

The effective coverage period for Software and Maintenance under this contract is 9/30/2018 through 12/30/2023.

The Delivery Date of all software licensed under this contract is on or before 12/30/2018.

Payments are subject to the Contract Terms.

Scope, deliverables, prices, and payment schedules for professional services or hosting will be specified in separate Statements of Work, and are subject to the Contract Terms, including availability of funds.

December 31, 2018, Payment = $701,452.27
(covering a period of 9/30/2018 through 12/30 2019)
- Statewide Law Enforcement Subscription License – $665,910.60 (15 months from September 30, 2018, through December 30, 2019) (Memo: TRCC Omni-Gen $420,000, MSP $245,910.60)
- Omni New Feature Subscription License - $32,375.00 (3 months from October 1, 2019, through December 30, 2019)
- KeyLines Subscription License - $3,166.67 (1 month from December 1, 2019 through December 30 2019)
- L

December 31, 2019, Payment = $2,552,012.49
(covering a period of 12/31/2019 through 12/30/2020)
- MSP Omni Subscription License - $220,870.00

- Omni New Feature Subscription License - $129,500.00
- Statewide Law Enforcement Subscription License - $532,728.48 (Memo: TRCC Omni-Gen $210,000, MSP $322,728.48)
- KeyLines Subscription License - $38,000.00
- LERTU Subscription License - $1,155,914.01 (12 months from June 30, 2019 to June 29, 2020)
- LERTU Support and Maintenance - $475,000.00 (6 months from June 30, 2020 to December 30, 2020

December 31, 2020, Payment = $1,871,098.48
(covering a period of 12/31/2020 through 12/30/2021)
- MSP Omni Subscription License - $220,870.00
- Omni New Feature Subscription License - $129,500.00
- Statewide Law Enforcement Subscription License - $532,728.48 (Memo: TRCC Omni-Gen $210,000, MSP $322,728.48)
- KeyLines Subscription License - $38,000.00
- LERTU Support and Maintenance - $950,000.00

December 31, 2021, Payment = $1,871,098.48
(covering a period of 12/31/2021 through 12/30/2022)
- MSP Omni Subscription License - $220,870.00
- Omni New Feature Subscription License - $129,500.00
- Statewide Law Enforcement Subscription License - $532,728.48 (Memo: TRCC Omni-Gen $210,000, MSP $322,728.48)
- KeyLines Subscription License - $38,000.00
- LERTU Support and Maintenance - $950,000.00

December 31, 2022, Payment = $1,871,098.48
(covering a period of 12/31/2022 through 12/30/2023)
- MSP Omni Subscription License - $220,870.00
- Omni New Feature Subscription License - $129,500.00
- Statewide Law Enforcement Subscription License - $532,728.48 (Memo: TRCC Omni-Gen $210,000, MSP $322,728.48)
- KeyLines Subscription License - $38,000.00
- LERTU Support and Maintenance - $950,000.00

Extension of Agreement
SOM may elect to extend software licenses for one 5-year term with a one-time 3% rate increase applied to the 12 month annual payment values in FY2023 payment schedule.

Implementation Services
Payment will be made according to each Statement of Work ("SOW") either on a time and materials or fixed price basis. For time and materials SOWs, Information Builders must submit time sheets with all invoices that indicate which project(s) each person worked on during the timesheet period. DTMB will pay CONTRACTOR upon receipt of properly completed invoices which shall be submitted to the billing address on the State issued purchase order not more often than monthly. DTMB Accounts Payable area will coordinate obtaining Agency Project Manager and DTMB Project Manager approvals of invoices. All invoices should reflect actual work completed for the invoice period, and must be approved by the Agency Project Manager and DTMB Project Manager prior to payment. Such approvals will not be unreasonably withheld. The invoices shall describe and document in the invoice or as an attachment to the invoice, to the State's reasonable satisfaction a description of the work performed for the invoice period and fees.

Hosted Services

Information Builders provides hosting services for WebFOCUS and Omni-Gen. The offering is provided with our Information Builders-managed AWS GovCloud, and may be appended to this Contract at a later date through an associated Statement of Work.

7. ACCESS CONTROL AND AUDIT

WebFOCUS supports SAML with a standard option for retrieving user authorization (most commonly this is an LDAP query of group memberships). With respect to the MSP, Information Builders has already successfully integrated with MiCJIN which is a SAML authentication method.

From an audit standpoint, WebFOCUS offers a web-based management capability to manage usage of the platform and data. Below is an overview of the system administration utilities provided by WebFOCUS Resource Analyzer that is licensed as a part of the WebFOCUS ProServer product:

WebFOCUS Resource Analyzer

WebFOCUS Resource Analyzer automatically keeps track of each request, which data sources and columns the request accessed, when it was run, how long it took, which resources it consumed, and more. Resource Analyzer provides more than 80 detailed reports and graphs that give a clear picture of how your information assets are being used. It identifies long-running requests; helps expose dormant data; and identifies heaviest resource consumption times by hour, day, week, or month; and limits query volumes by showing users how to request just the data required and by choosing optional delivery methods.

8. END USER OPERATING ENVIRONMENT

Communicating Changes to the Information Builders' Platform Product Roadmap
Customers are notified of all new releases via e-mail by a subscription notification service or through announcements on our Tech Support website. Additionally, new product direction and updates to functionality and features are communicated through your local account management team as well as at user group meetings, customer advisory council meetings, and webinars.

State of Michigan Plug-Ins Required for Information Builders' Platform
No State of Michigan Plug-Ins are required for the use of the Information Builders' platform within the State of Michigan environment.

Process for Customer Collaboration Regarding Software Upgrades
Information Builders does not force software upgrades upon our clients. All registered customers are assigned a site code and are notified of all news and events, including availability of product releases and upgrades. Customers move forward with their individual upgrades based on their internal plans and objectives. Customers receive advisory announcements via email about the release with links to documentation (fixes, features, upgrade considerations, etc.) detailing the release. Information Builders is committed to providing our customers with the best combination of timely, reliable maintenance and rapid delivery of new features and enhancements. We accomplish this by producing Major Releases, Service Packs, and when appropriate, Hotfixes. We work with each customer in helping to determine decisions on upgrades.

9. SOFTWARE DESCRIPTIONS

WebFOCUS provides a flexible BI and analytics platform to deliver a broad range of governed analytical tools, applications, reporting, and documents to stakeholders. It is a technology that

delivers an array of analytical and operational benefits inside and outside the enterprise, whether to management, analysts, line-of-business workers, partners, or customers.

iWay integration solutions work on most industry standard platforms, interoperate with proprietary technologies as well as industry standards, with a broad suite of data, application, and transaction connectivity, and lay the foundation for an enterprise integration.

Omni-Gen provides business-driven integration and mastering with built-in best practices support. Organizations use Omni-Gen to improve data processing in transactional and analytical applications, enhance system migration or software integration projects, improve customer identification processes, and validate inputs in online applications.

WebFOCUS Products

WebFOCUS Pro Server
This product includes the following components:
- **WebFOCUS Reporting Server** serves as the core processing engine. The server retrieves data from databases, transforms it into useable information, and supplies it to browsers, mobile equipment, or in other formats, including HTML, Excel, PDF, and XML
- **WebFOCUS ReportCaster** provides scheduled distribution, alerts, and bursting of reports to e-mail addresses, Web servers, and printers. Includes the WebFOCUS Report Library for the creation and management of report libraries and archives
- **WebFOCUS Resource Analyzer** monitors data usage activity by collecting the attributes of requests and storing them in a set of usage monitoring tables. It automatically keeps track of each request, which data sources and columns the request accessed, when it was run, how long it took, which resources it consumed, and more. Resource Analyzer allows you to report on, graph, and analyze end-user request traffic
- **WebFOCUS App Studio** is a robust Windows-based toolset for developing full-featured Web business intelligence, analytics, and data maintenance applications. It includes many comprehensive report development capabilities

WebFOCUS Read/Write Adapter for Oracle
Provides native access to Oracle for the WebFOCUS platform. Each adapter is designed to access its specific data source, and thus, can translate between the request and the DML of the data source. When the server receives requests from the client, it passes them to the adapter in a standard format. The adapter takes the request, transforms it into the native data manipulation language (DML), and then issues calls to the data source using its API. In this way, the adapter insulates the server from details of the data source.

WebFOCUS Read/Write Adapter for SQL Server
Provides native access to MS SQL Server for the WebFOCUS platform. Each adapter is designed to access its specific data source, and thus, can translate between the request and the DML of the data source. When the server receives requests from the client, it passes them to the adapter in a standard format. The adapter takes the request, transforms it into the native data manipulation language (DML), and then issues calls to the data source using its API. In this way, the adapter insulates the server from details of the data source.

WebFOCUS Read/Write Adapter for ESRI ArcGIS Server
Provides access to ESRI ArcGIS Server both in-house version and cloud version with access to base maps from ESRI for 200+ countries.

WebFOCUS BI Portal
The WebFOCUS BI Portal is an analytical content management and deployment system that

enables organizations to manage and deploy a wide range of governed analytical content to many types of users, whether inside or outside the firewall.

The BI Portal allows users to access BI content, including dashboards, visualizations, reports, charts, graphs, maps, and interactive InfoApps. The BI Portal allows users to access and analyze vital information, link content and reports together, and tailor what they see.

WebFOCUS Portal Unlimited provides for unlimited users of WebFOCUS BI Portal.

WebFOCUS App Studio

WebFOCUS App Studio is a BI application development platform that provides a single, fully-integrated environment for designing and creating BI content.

Building on the industry-familiar Microsoft Office Ribbon Interface, WebFOCUS App Studio enables developers to create application content that can increase development efficiency by eliminating the need for developers to utilize multiple tools to piece together a BI application.

WebFOCUS InfoAssist

WebFOCUS InfoAssist delivers business analytics in a single, unified product for visually analyzing complex data sets, generating data visualizations, dashboards, and reports, and enhancing data-driven decision-making.

WebFOCUS In-Document Analytics (Active Technologies)

WebFOCUS provides a patented analytics capability called Active Technologies, which enables end users to take the power of BI with them wherever they go. By combining data and interactive controls into a single self-contained HTML file, Active Technologies reports, charts, and dashboards deliver analytic capabilities in a completely portable and disconnected environment.

Users are able to chart, sort, filter, highlight, calculate, roll up, and pivot information. For authors, whether IT or business users of WebFOCUS tools, In-Document Analytics are quick and easy to create; they enable disconnected use eliminating the need for server connections; and they enable simple delivery of potentially complex enterprise data. Documents can be secured via password protection, encryption, and even time bombed to expire.

WebFOCUS Magnify

WebFOCUS Magnify is a search-based solution that helps users to first find business content across the entire organization, and then better understand that information by linking it to BI. With WebFOCUS Magnify, any structured or unstructured data, regardless of its source or location and easy to execute searches. Magnify allows users to leverage a familiar and intuitive Google-like interface to access detailed records, unstructured documents, aggregate summaries, and more.

WebFOCUS RStat

WebFOCUS RStat is the market's first fully integrated BI and data mining environment. With RStat, companies can easily and cost-effectively deploy predictive models as intuitive scoring applications, so business users at all levels can make decisions based on accurate, validated future predictions instead of relying on gut instinct alone.

WebFOCUS RStat provides a single platform for BI, data modeling, and scoring. The R engine uses a powerful and flexible open source statistical programming language —as its underlying analysis tool.

WebFOCUS Data Science and Predictive Analytics Bundle (20 users)

This bundle Includes RStat Compiled Deployment Capabilities that facilitate building and deployment of web-based predictive scoring applications. Statistical models are built directly from within WebFOCUS App Studio. Scoring routines can be embedded in WebFOCUS applications, combining predictive analytics and business intelligence. Also includes:

- Comprehensive Library for Statistical Modeling & Predictive Analytics.
- Special RStat Compiler.
- Special RServe Adapter. With the RServe Adapter, Data Scientists working with the R programming language can integrate WebFOCUS applications with the full gamut of R's public and custom libraries, to provide advanced analytics machine learning, AI, and statistical analysis. It allows you to connect WebFOCUS to the Open Source RServe environment, allowing users to customize their analyses through R scripting.
- Special Python Adapter: With the Python Adapter, Data Scientists can integrate Python procedures into WebFOCUS applications. This allows users to add functions including machine learning, statistical processing, text processing, and more. Using Tornado, an Open Source http-based Python network server, you get scalable, responsive processing and integration of Python procedures into any WebFOCUS application.

WebFOCUS "What If" Assist

Enables within WebFOCUS the easy creation of standard goal-seeking business analyses, including break-even, and financial target-seeking. Can also create analysis workflow and visual content that can be deployed to WebFOCUS Portal users to utilize in a runtime consumer mode

WebFOCUS InfoSearch

WebFOCUS InfoSearch provides the ability to perform search analytics to discover business intelligence assets. It makes use of Natural Language Processing (including voice-enabled) and a type- ahead search index. InfoSearch enables users to easily find related reports, charts, and dashboards indexed across the WebFOCUS repository.

WebFOCUS Enterprise Usage Monitor

Enterprise Usage Monitor works in conjunction with Resource Analyzer and provides additional capabilities beyond the capabilities of Resource Analyzer, including: Real-time, 360 degree view of entire WebFOCUS environment (including Web Client monitoring), advanced visualizations, with analysis detail available down to the user and request levels. Requires Resource Analyzer on every server that the Enterprise Usage Monitor will be monitoring.

WebFOCUS Web Services Publishing Bundle

Provides Web Services enablement of WebFOCUS content. Enables WebFOCUS to publish WebFOCUS content as Web Services. Supports RESTful Web Services.

iWay Products

Data and Application Adapters

Our data adapters efficiently extract information from sources such as VSAM, Adabas, DB2, IMS, Sybase, NOMAD, RMS, and Oracle and return optimized answer sets to the requesting program or language via connectors. Application adapters provide the same information access services for packaged applications such as SAP and PeopleSoft, transaction environments such as CICS and IMS/TM, and EDI systems such as FIX, HL7 and SWIFT.

All adapters use a common adapter suite that provides robust functionality, minimizes the skill sets required for use of each database, and reduces the requirement for database administrators to support new projects.

iWay Kafka Read/Write Adapter is an Application Systems Query Adapter for Kafka streaming IoT data.

iWay DataMigrator

iWay DataMigrator is a powerful and comprehensive automated tool designed to simplify extract, transformation, and load (ETL) processes, including the creation, maintenance, and expansion of data warehouses, data marts, and operational data stores.

DataMigrator enables fast, flexible, end-to-end ETL process creation involving heterogeneous data structures across disparate computing platforms. It employs iWay Software's award-winning data and application adapters to efficiently retrieve data from almost any source. iWay Data Migrator Change Data Capture provides change data capture capability for iWay DataMigrator and iWay adapters and servers.

iWay Service Manager

iWay Service Manager (iSM) enables organizations to create, compose, and manage services and microservices. It interoperates with proprietary technologies as well as industry standards. By helping organizations reuse existing application and infrastructure investments to create powerful web services, iSM lays the foundation for near real-time integration, web-oriented architecture, and event-driven architecture.

iSM includes end-to-end Business Activity Monitoring (BAM) of all key business activities that pass through it, providing complete, unhindered visibility.

iWay Service Manager Standard Edition
- Includes Transformation Engine, and TCP/IP and HTTP Listeners
- Includes iWay Business Service Provider (Web Services publishing system)
- Includes iWay Real-Time Data Replication Option
- J2SEdeployment
- Includes iWay Utility Adapter, which includes:
    - XML Adapter for Files – Adapter for accessing Flat File structures from iWay Service Manager. No iway DBMS Adapter required
    - iWay Print Adapter
    - XML Adapter for RDBMS – Enables RDBMS read/write access to any RDBMS from iWay Service Manager. No iWay RDBMS Adapter required
    - iWayE-mailAdapter
    - Includes unlimited user license of iWay Service Manager Developer Workbench

iWay Service Manager Pro Edition
Bundled package including:
- iWay Service Manager
- iWay Real-Time Data Replication Option
- iWay Utility Adapter
- All available iWay Network Adapters
- iWay LDAP Adapter
- Log Event Adapters
- SQL High-water Mark Event Adapter
- iWay Activity Monitor
- Streaming File Extension
- Includes unlimited user license of iWay Service Manager Developer Workbench

iWay Big Data Integrator

iWay Big Data Integrator (BDI) simplifies the creation, management, and use of Hadoop-based data lakes. It provides a modern, native approach to Hadoop-based data integration and management. BDI provides a simple interface for Hadoop and Spark data ingestion, transformation, CDC, enrichment, and cleansing of Big Data sources. It can ingest data from structured relational data sources (RDBMS), defined Hadoop, and other NoSQL sources and file

formats (Hive, Avro, sequence file, snappy compressed CSV, etc.). It can also capture, and handle event or streaming events sent via Apache Kafka, Flume, and Spark streaming to enrich, or combine, or cleanse event data.

Omni-Gen Products

Omni-Gen Master Data Management Edition

The Master Data Management Edition is the culmination of our Omni-Gen Platform and includes everything in the Data Quality and Integration Editions, adding technology such as automated match/merge as needed for data mastering. embedded components for data profiling, quality management, and data governance and remediation. The features formerly known as Omni-Gen Data Profiler and Remediation Portal are now included as part of the Omni-Gen Master Data Management Edition.

Master Data Management Edition provides integrates and interacts with existing systems and data structures, to enable the faster consolidation of millions of records according to easily defined business rules. Unified and validated master data is made available to a wide range of enterprise applications, such as enterprise resource planning (ERP), customer relationship management (CRM), self-service portals, analytical tools, data warehouses, and other internal systems. The feature formerly known as Omni Designer for Master Data Management is now included as part of Omni-Gen Master Data Management Edition.

The Omni-Gen Master Data Edition contains all of the tools necessary to create a single view of an organization's most critical information assets. It provides a top-down methodology to significantly reduce the deployment of a mastering project. The feature formerly known as 360 Viewer is now included within Omni-Gen Master Data Management Edition.

The product formerly known as Workbench is now included within the Omni-Gen Master Data Management Edition.

Omni-Gen Data Governance Console

The Omni-Gen Data Governance Console—part of the Omni-Gen information management platform—lets business users view, monitor, compare, and report on mission-critical data; identify and rectify faulty information; and create a complete, historical web-based view of mastered golden records. Data quality issues can also be optimized through a business-friendly interface in batch or near real time, with easily identifiable record-data origination and audit.

The Omni Governance Console helps companies to take a more proactive approach to data integrity by offering a complete, unhindered view of data quality issues. It notifies data stewards and other stakeholders when potential quality problems arise. It can also route certain types of issues to specific individuals based on pre-defined criteria.

Omni-Gen Data Quality Edition

Omni-Gen Data Quality Edition is a unified platform for profiling, cleansing, and enriching information. Data Quality Edition improves consistency, accuracy, and completeness. Data Quality Edition, part of our Omni-Gen Platform, includes everything in Integration Edition and adds technology for data cleansing and remediation. The Omni-Gen Data Quality Edition contains all of the tools necessary for enterprise data quality deployments. Focusing primarily on the business user, it provides an effective means to quickly improve the overall data quality of an organization.

The product formerly known as iWay DQS-United States with Geocoding is now included within Omni-Gen Data Quality Edition.

Omni-Gen Integration Edition

The Omni-Gen Integration Edition contains all of the tools necessary to manage the integration infrastructure of an organization. Everything from real-time messaging to building a data warehouse can all be effectively accomplished.

10. TRAINING SERVICES

MSP is provided and permitted to use 4 Training Passports that provide four individuals access to Information Builders' entire training catalog for unlimited training for a duration of 18 months (December 31, 2018, through June , 2020). The Training Passports can be used or any public classes or also for self-study classes across the WebFOCUS, iWay, and Omni-Gen curriculum. Individuals assigned the Training Passports can be new or existing users of OMNI-Gen and WebFOCUS, learn new skills, enhance existing ones, and leverage our full curriculum. For a complete list of classes, visit http://education.ibi.com.

In addition, MSP will be provided 2 Technical Track Annual Summit Passes each year while this Contract is in effect.

For all training beyond the usage of the Training Passports by the 4 named individuals, and the 2 Technical Track Annual Summit Passes, MSP can purchase Education Packages. Education Packages are prepaid spending accounts that can be used for training at Information Builders or customer locations, for mentoring or personal training, or for attending the annual Summit conference. The Education Package Fee will be inclusive of all costs and expenses, and is due upon execution and is non-cancellable and non-transferable. The Education Package must be used within twelve (12) months and charges are based on the Information Builders Training Curriculum in effect at the time the training takes place. Where applicable, instructor travel and living expenses, and shipping costs for materials, are additional and invoiced separately for each engagement, subject to the State of Michigan's Travel Regulations and Policy outlined here: https://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html. The full Education Terms and conditions can be found here: http://education.informationbuilders.com/training-terms-conditions/. Training Education Packages can be purchased through a change notice to this Agreement based on a Statement of Work that identifies the Education Package amount and usage duration.

11. SOFTWARE SUPPORT

As described in **Section 6 SOFTWARE LICENSES,** InfoResponse Premium support will be provided for WebFOCUS, iWay, and Omni-Gen software. InfoResponse Premium is Information Builders' highest level of software support. It provides customers much more than the traditional support offerings and focuses on providing a superior customer experience from every level of our organization. The emphasis of the InfoResponse Premium program is to help customers mitigate risk while maximizing the use of their investments in Information Builders productsto help accelerate the time to realizing business value while improving outcomes.

12. CONTRACTOR

Contractor must identify all Contractor resources and responsibilities required for the successful implementation and ongoing support for this Agreement.

Contractor Contract Administrator and Primary Point of Contact. Contractor to provide name of individual to serve as primary contact with respect to this Agreement. This individual will administer the terms of this Agreement and should be copied on all correspondence to Contractor under this Agreement, including all Statements of Work and Change Notices.

Contractor
Name: Jennifer Kwapis
Address: 1301 W Long Lake Rd # 150, Troy, MI 48098
Phone: 248.396.2896

Contractor Contract Signatory. Contractor must identify the individual appointed by it to approve and execute any Change Notices under this Agreement.

Contractor
Name: David Boyle
Address: Two Penn Plaza
New York, NY 10121
Phone: 212.736.4433
Email: David_Boyle@ibi.com

Contractor Project Manager. Contractor must identify the Contractor Project Manager who will serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services. The Contractor Project Manager named below will only be consider a key resource if funded full-time for at least one year in the SOW.

Contractor
Name: Karen Jordan
Address: 6860 Dallas Pkwy #110,
Plano, TX 75024
Phone: 214.460.8574
Email: Karen_Jordan@ibi.com

Contractor Service Manager. Contractor to provide name of individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor
Name: Mark Bargowski
Address: 1301 W Long Lake Rd # 150,
Troy, MI 48098
Phone: 313.999.9949
Email: Mark_Bargowski@ibi.com

Contractor Security Officer. Contractor to provide name of individual to respond to State inquiries regarding the security of the Contractor's systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor
Name Iwersen, Ronald
Address: Two Penn Plaza New York,
New York 10121-2898
Phone: (917)339-5750
Email: Ronald_Iwersen@ibi.com

13. CONTRACTOR PERSONNEL REQUIREMENTS
Information Builders staff must pass a Michigan State Police administered name-based and fingerprint based background check *and State of Michigan drug test* prior to assignment to this project. Additionally, each IBI staff member will submit a signed Security Addendum as required by the Federal Bureau of Investigation Criminal Justice Information Services Security Policy and complete modules one through four of the Michigan State Police Criminal Justice

Information Services Security Awareness Training upon assignment and every two years thereafter.

Information Builders will pay for all costs associated with ensuring that Information Builders staff meets these requirements.

14. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the implementation services. State resources required may vary from project to project, resources may be full or part time for the project based on the project scope, SOM resources at a minimum entail:

- Project Sponsor
- DTMB Project Manager
- SOM Business Project Manger
- IT Subject Matter Experts (SMEs)
- Business SMEs

15. MILESTONES AND DELIVERABLES

SUITE Documentation

If specified directly in the Statement of Work, Information Builders will utilize the applicable [State Unified Information Technology Environment (SUITE)](#) methodologies at the direction of DTMB Project Manager, or an equivalent methodology proposed by Information Builders and agreed to by DTMB Project Manager for the management of the delivery of Services.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State project managers may decide to use the Contractor's provided templates.as part of the SUITE methodologies, as applicable and as agreed upon.

If specified directly in the Statement of Work, the Contractor is required to review http://www.michigan.gov/suite. Use of the SUITE methodologies, requirements and templates is at the direction and discretion of the SOM Project Manager, and the SOM Project Manager is responsible to ensure Contractor adheres to the SUITE requirements, including each PMM/SEM requirement during the performance of implementation services. Contractors wishing to use their own documents must submit an example of the document that will be substituted and the parties will work together to determine which document will be used. The State reserves the right to give final approval of substituted documents and items marked as non-applicable.

16. PRICING

Software and Maintenance
Software and maintenance payments are listed above in Section 6 above. If the Michigan State Police wishes to procure products from Information Builders outside of those already licensed – or if a different government agency wants to add usage / users to the agreements, then the additional licensing transactions will be added to Sections 5, 6, and 9 of this Agreement.

Implementation Services
Services procured through this Agreement will be priced as separate Statements of Work that will be approved through a change notice to the Agreement. Each Statement of Work will identify whether the SOW is Time and Materials or Fixed Price with specific pricing, tasks, and deliverables included in each SOW. The SOW total funding can be utilized by any resource in the SOW as well has any additional resources needed for the project. Project SOWs will have a total project dollar amount that is shared by all Contractor resources.

Hosting Services
Pricing for Information Builders' Hosting Services can be provided through an accompanying SOW and a change notice can be processed through this Agreement to add those services. In the event that Hosting Services are procured, then the Hosting Services will be outlined in Section 5 and 9 of this agreement with the specific scope of Hosting Services detailed additionally in Section 6 of this agreement.

Travel and Expenses, Overtime
Contractor overtime will only be reimbursed if approved in writing by the SOM Project Sponsor.

Contractor expenses are not separately reimbursable by the State unless the State has agreed in advance and in writing (e.g. In a SOW) to reimburse Contractor for such an expense at the State's current travel reimbursement rates. In the event travel is required, all travel reimbursement will be paid according to the State of Michigan's Standardized Travel Rates and Regulations. This information may be found at: http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html

17. ADDITONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

Schedule A, Exhibit 1
Training Terms and Conditions

Education Passport Program Agreement   **Passport License #_   ___**

This Education Passport Program Agreement ("Agreement") entitles State of Michigan (the "Licensee") to designate one (1) or more named users (each a "Named User") to attend an unlimited number of Information Builders regularly scheduled public instructor-led courses offered in North America (a "Passport License"). The Named User must be identified in Schedule A and an employee of Licensee. All Passport Licenses shall be paid in full in advance of services delivered and must be used within 12 months from the date of this Agreement. The current Information Builders Customer Education prices at the time of signing this Agreement apply, including any discounts for multiple Passport Licenses.

A Passport License can be used towards:

- Public classes at Information Builders facilities or online
- Self-Study Classes

A Passport License cannot be used towards:

- Information Builders annual Summit conference
- Software product purchases
- Travel and shipping expenses
- Extended Lab Sessions
- Consulting Services engagements
- Certification

The Agreement cannot be combined with other promotional offers, discounts or partner discounts and cannot be funded through an Information Builders Education Package (EdPack). A Passport License is non-transferable and non-refundable. Classes may only be attended or listened to by a Named User. Any attempt by an individual or individuals other than the Named User to utilize or receive the benefit of a Passport License is a material breach of this Agreement and Information Builders may terminate all Passport Licenses granted under this Agreement immediately without refund. An individual Passport License may be reassigned by Licensee to a new Named User by written amendment to the attached Schedule A if and only if the original Named User has not taken any courses or the Named User is no longer employed by the Licensee. A reassignment does not change the subscription term and may only occur once per Passport License during the term.

Extended Lab Sessions can be purchased along with each WebFOCUS course for an additional $150 per course and each iWay/Omni course for an additional $200 per course, per Passport License. A request for an Extended Lab Session must be made prior to the conclusion of the course.

A Named User may register for any class on a seat-available basis. Failure to attend the class without providing proper notice of cancellation five (5) business days prior to the start of the class will result in Licensee being charged a cancellation fee of $600 per missed class day. In addition to all other remedies available to Information Builders, failure to pay any cancellation fee will prohibit all Named Users under the Agreement from registering for additional classes.

Licensee company domain name must be used when registering Named Users. Named User information is set forth in Schedule A. Any additional Named Users will be included on additional sheets.

Total Education Passport Licenses Purchased (must equal # of Named Users)	
Purchase Order Number (attach copy of PO)	

Licensee agrees that in addition to the terms and conditions contained herein, Information Builders' Customer Education Terms and Conditions appended to the Contract are incorporated herein by reference and apply to all classes, training, services and materials provided hereunder. In the event of a conflict between this Agreement and the Customer Education Terms and Conditions, this Agreement shall take precedence.

Customer Education Terms and Conditions (Last Updated 8/18/2015)

General Terms

Customer Education brochures and advertisements are for information purposes only and are not intended to form any agreement between Information Builders and the recipient.

- Course fees are based on training venue, not student residence or billing address.
- Prepayment for all Customer Education services is required, unless permission for post-event payment is requested and granted by an authorized Information Builders representative.
- Customer Onsite Training:
  - Unless otherwise specified in the applicable Statement of Work, Instructor's expenses (travel, accommodations and meals), course material and equipment shipping are included in on-site training fees and will not be billed separately.
  - Client will provide an adequate classroom equipped with a digital projector (or equivalent projection device) and screen, a whiteboard or flipchart; a PC for the instructor equipped with the appropriate software including PowerPoint; and a PC for each student with appropriate software installed.
- Please refer to details of additional terms and conditions:
  - Pricing and Forms of Payment
  - Cancellation Policy
  - Copyright and Confidentiality
  - Prepaid Education Packages

Pricing and Forms of Payment

Prepayment

Prepayment is required for all Customer Education services, unless permission for post-event payment is requested and granted by an authorized Information Builders representative. Post-event payment will be honored for those Information Builders customers with existing, approved payment terms and conditions.

Credit Card

Information Builders accepts Visa, MasterCard and Discover. Credit card charges in the amount of $10,000 US and above require an addition 3% administrative charge.

Purchase Orders

To confirm enrollment, please communicate your purchase order information to Information Builders either by email or by fax to (212) 947-5176.

Education Package (EDPACK) Funds

All Information Builders Customer Education offerings may be paid with Education Package (EDPACK) funds. Authorization to debit the EDPACK by an authorized individual from the requesting company must be provided. Education Packages must be paid in full prior to use, unless permission is requested and granted by an authorized Information Builders representative.

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Cancellation Policy

Public Instructor Led Classroom or Online Training Attendance:
Information Builders does not impose any penalty for cancellations or transfers of enrollments to another course if the change happens at least ten business days ahead of the class date. Failure to notify Information Builders of an enrollment cancellation or transfer in writing or by phone within ten business days before the start of the class will result in forfeiture of the full class fee.

Private Instructor Led Classes Onsite at a Customer Location or Online:
Information Builders does not impose any penalty for cancellations or rescheduling of private classes if the change happens at least ten business days ahead of the original class date. Onsite training may be purchased through a mutually agreeable Statement of Work.
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Course Postponements or Cancellations:
Information Builders reserves the right to postpone or cancel training events at the discretion of Customer Education management. If training is postponed or cancelled by Information Builders, then Information Builders will either: (1) reschedule the training based on the next available date (or if private event training, as may be mutually agreed upon by the parties), (2) credit 100% of any prepaid course tuition fees paid against a future course, or, (3) fully refund the money at your request. Information Builders will not be liable for any other costs incurred including travel charges or any consequential damages even if we were advised of them. Changes in course location, course date, or postponement of course will not extend a prepaid Education Package (EDPACK) expiration date. Information Builders shall not be held responsible for any cancellation, postponement, or unexpected delay due to factors or circumstances beyond its control.

Web-based Self-paced Classes and Subscriptions, and Web-based Certification Testing: You may not cancel once you submit an order for a web-based self-paced class or subscription, and web-based certification test(s). Once you submit the order, you are responsible to pay the entire course/test price. Subscriptions are not transferrable.

Course Material Copyright and Confidentiality

Copyright/Intellectual Property

Information Builders reserves all right, title, and interest – including all copyright, patent, trade secret, trademark, and other intellectual property rights – in any and all aspects of its educational assets, including course software, training materials (electronic and printed), and online training media (commonly known as eLearning). These materials are supplied for private educational use only. Any other use without the express written consent of Information Builders is prohibited. No part of these materials may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means – electronic, mechanical, photocopying, recording, or otherwise –without prior written permission of Information Builders, unless otherwise required by law.

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Confidentiality

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Prepaid Education Packages (EDPACKS)

Payment and Usage

Prepaid Education Packages (EDPACKS) are paid in advance of services delivered and must be used within 12 months from the date of the agreement or the remaining unused balance will be forfeited. Prepaid Education Packages can only be applied towards Information Builders product training. The current Customer Education prices at the time of use apply.

Prepaid Education Package funds can be used towards:

- Public classes at Information Builders facilities or online
- Private onsite classes
- Customer site mentoring and personal training

- eLearning subscriptions
- Web-based Self Paced Training
- Information Builders annual Summit conference (discounts do not apply)

Prepaid Education Package funds cannot be used towards:

- Travel and shipping expenses
- Software product purchases

- User documentation purchases
- Consulting Services engagements

Prepaid Education Packages cannot be combined with other promotional offers, discounts or partner discounts and are non-transferable and non-assignable. Any amendments to this agreement must be in writing and signed by both parties.

The parties agree as follows:

1.   Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1**to this Schedule shall have the respective meanings given to them in the Contract.

"**Contact List**" means a current list of Contractor contacts and telephone numbers set forth in the attached **Exhibit 1** to this Schedule to enable the State to escalate its Support Requests, including: (a) the first person to contact; and (b) the persons in successively more qualified or experienced positions to provide the support sought.

"**Critical Service Error**" has the meaning set forth in the Service Level Table.

"**Error**" means, generally, any failure or error referred to in the Service Level Table.

"**First Line Support**" means the identification, diagnosis and correction of Errors by the State.

"**High Service Error**" has the meaning set forth in the Service Level Table.

"**Low Service Error**" has the meaning set forth in the Service Level Table.

"**Medium Service Error**" has the meaning set forth in the Service Level Table.

"**Resolve**" and the correlative terms, "**Resolved**", "**Resolving**" and "**Resolution**" each have the meaning set forth in **Section 3.4(c)**

"**Second Line Support**" means the identification, diagnosis and correction of Errors by the provision of (a) telephone and email assistance by a qualified individual on the Contact List and remote application support, or (b) on-site technical support at the State's premises by a qualified individual on the Contact List.

"**Service Levels**" means the defined Error and corresponding required service level responses, response times, Resolutions and Resolution times referred to in the Service Level Table.

"**Service Level Table**" means the table set out in **Section 3.4(c)**

"**State Cause**" means any of the following causes of an Error: (a) a State server hardware problem; (b) a desktop/laptop hardware problem; or (c) a State network communication problem.

"**State Systems**" means the State's information technology infrastructure, including the State's computers, software, databases, electronic systems (including database management systems) and networks.

"**Support Hours**" means 24x7 Support.

"**Support Period**" means the period of time beginning on the date the Software is installed and ending on the date the Contract for Support (InfoResponse) expires or is terminated.

"**Support Request**" has the meaning set forth in **Section 3.3**.

2. Maintenance.

2.1   Maintenance Releases and New Versions. Provided that the State is current on its Support Services Fees, during the Support Period, Contractor shall provide the State, at no additional charge, with all Maintenance Releases and New Versions for the Software.

2.2   Installation. The State has no obligation to install or use any Maintenance Release or New Version. If the State wishes to install any Maintenance Release or New Version, the State shall have the right to have such Maintenance Release or New Version installed, in the State's discretion, by Contractor or other authorized party. Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor. The State's decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract, providing the State is on the current release and/or any prior release made within 5 years of the general availability of the most current release.

3. Support Services.

3.1   First Line Support. The State will provide First Line Support prior to making a Service Request for Second Line Support. Contractor shall perform all Second Line Support and other Support Services during the Support Hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the Contract, including the Service Levels and other Contractor obligations set forth in this **Section**.

3.2   Contractor Support Service Responsibilities. Contractor shall:

(a)   provide unlimited telephone support during all Support Hours;

(b)   respond to and Resolve all Support Requests in accordance with the Service Levels;

(c)   provide unlimited remote Second Line Support to the State during all Support Hours;

(d)   provide to the State all such other services as may be necessary or useful to correct an Error or otherwise fulfill the Service Level requirements, including defect repair, programming corrections and remedial programming.

3.3   Support Requests. Once the State has determined that an Error is not the result of a **State Cause**, the State may request Support Services by way of a written Support Request. The State shall classify its requests for Error corrections in accordance with the support request classification and definitions of the Service Level Table set forth in **Section 3.5** (each a "**Support Request**"). The State shall notify Contractor of each Support Request through Contractor's online technical support system. The State shall include in each Support Request a description of the reported Error and the time the State first observed the Error.

3.4   State Obligations. The State shall provide the Contractor with each of the following to the extent reasonably necessary to assist Contractor to reproduce operating conditions similar to those present when the State detected the relevant Error and to respond to and Resolve the relevant Support Request:

(a)   if not prohibited by the State's security policies, remote access to the State Systems, and if prohibited, direct access at the State's premises;

(b)   output and other data, documents and information, each of which is deemed the State's Confidential Information as defined in the Contract; and

(c)   such other reasonable cooperation and assistance as Contractor may request.

3.5   <u>Service Level Table</u>. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (a) responded to that Support Request, in the case of response time and (b) Resolved that Support Request, in the case of Resolution time. "**Resolve**", "**Resolved**", "**Resolution**" and correlative capitalized terms mean, with respect to any particular Support Request, that Contractor has corrected the Error that prompted that Support Request and that the State has confirmed such correction and its acceptance of it in writing. Contractor shall respond to and Resolve all Support Requests within the following times based on the State's designation of the severity of the associated Error, subject to the parties' written agreement to revise such designation after Contractor's investigation of the reported Error and consultation with the State:

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	(a) Issue affecting entire Software system or single mission critical production application is down or operating in materially degraded state; (b) Data integrity at risk; (c) Material financial impact; (d) Widespread access interruptions: or (e) Classified by the state as a Critical Service Error	Contractor shall acknowledge receipt of a Support Request within one (1) hour.	Upon successful problem reproduction, the Contractor will make all commercially and reasonable and immediate business efforts to provide a resolution within four (4) hours that will enable the production application to operate, including but not limited to workarounds, programming fixes, implementation of best practices and modifications in configuration settings. . If the Contractor Resolves the Support Request by way of a work-around accepted in writing by the State via the Contractor's support ticket management system, the support classification assessment may be reduced to a lower severity Service Error. .

Support Request Classification	Definition	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
High Service Error	(a) A Critical Service Error for which the State has received, within the Resolution time for Critical Service Errors, a work-around that the State has accepted in writing; or (b) Primary component failure that materially impairs Software's performance; (c) Data entry or access is materially impaired on a limited basis; or (d) performance issues of severe nature impacting critical processes	Contractor shall acknowledge receipt of a Support Request or, where applicable, the State's written acceptance of a Critical Service Error work-around, within one (1) hour.	Upon successful problem reproduction, Contractor will use their commercially reasonable efforts to provide a resolution within 15 Business Days, including but not limited to workarounds, programming fixes, implementation of best practices and modifications in configuration settings.
Medium Service Error	An isolated or minor Error in the Software that meets any of the following requirements: (a) does not significantly affect Software functionality; (b) can or does impair or disable only certain non-essential Software functions; or (c) does not materially affect the State's use of the Software	Contractor shall acknowledge receipt of the Support Request within two (2) Business Days.	Contractor will use their commercially reasonable efforts to Resolve the Support Request within twenty (20) Business Days after Contractor's successful problem reproduction.

3.6   Escalation to Parties' Project Managers. If Contractor does not respond to a Support Request within the relevant Service Level response time, the State may escalate the Support Request to the parties' respective Account Support Managers for Contractor and Project Mangers for the State and then to their respective Contract Administrators.

3.7   Time Extensions. The State may, on a case-by-case basis, agree in writing, via the Contractor's support ticket management system, to a reasonable extension of the Service Level response or Resolution times.

3.8   Contractor Updates. Contractor shall give to the State's DTMB Project Manager and MSP Technology Division Commander monthly electronic or other written reports and updates of:

(a)   the nature and status of its efforts to correct any Error, including a description of the Error and the time of Contractor's response and Resolution; and

(b)   its Service Level performance, including Service Level response and Resolution times.

3.9   Additional Remedies for Service Level Failures. Contractor's repeated failure to meet the Service Levels for Resolution of any Critical Service Errors within the applicable Resolution time set out in the Service Level Table will constitute a material breach under the Contract.

4.   **Contractor's InfoResponse Premium Support Services**

4.1   When the State elects to subscribe to Contractor's InfoResponse Premium Support services the upgraded services described below shall apply to the State's IBI licensed Software (Site Codes) that the State subscribes to the upgraded service for during an annual the InfoResponse Premium Term.

4.2   **InfoResponse Premium Description**

(a)   InfoResponse Premium is IBI's highest level of support providing the personal, heightened level of service described below:

(i)   An Account Support Manager (ASM) – An ASM will be assigned to serve as a single point of contact to manage and coordinate Licensee's overall support within IBI's Customer Support Center. The ASM will be responsible for understanding Licensee's covered environment, applications and projects, which use IBI technology. The ASM maintains and disseminates Licensee's latest configuration information within IBI's Customer Support and product groups. ASM responsibilities include weekly internal meetings with each of the IBI product divisions to discuss Licensee product issues, new feature requests and product needs directly with IBI development teams.

(ii)   Priority queuing and accelerated resolution of Licensee software issues - IBI Technical Support Representatives (TSRs) in Customer Support Service, under the guidance of the ASM, will work to provide Licensee with solutions in an expedited manner including, a one-hour initial response time for calls placed to the IBI HOTLINE or logged through InfoResponse Online. Notifications will be sent to the ASM that a case has been opened. An automated problem escalation path for production problems and daily review of non-critical calls is included.

(iii) Weekly e-mail status messages listing all open and recently closed problems reported to IBI by Licensee - This report is used as a reference guide for scheduled conference calls, as well as for prioritizing cases, if expediting is required.

(iv) Scheduled conference calls to discuss cases and notify Licensee of case status, new software releases, and critical fixes – The ASM will provide updates on the status and estimated time for resolution of problems. Scheduled weekly calls, unless otherwise mutually agreed, provide the opportunity for Licensee to inform IBI of high priority projects requiring special attention. If applicable, proactive notification of new Software features in upcoming releases or patches that are helpful for License's environment will be discussed during the calls.

(v) Annual on-site partnership review by the Designated Contacts and/or appropriate resource per year – This on-site visit by IBI is an opportunity to review the existing partnership relationship and discuss ideas to improve or adjust the services provided.

(vi) Periodic updates – IBI will host meetings (e.g., Red Carpets, Product Demonstrations, Workshops) at Licensee's office or at the local IBI branch to provide the latest Software product information and product directions to Licensee.

(vii) Advisory Council – An invitation for a member of Licensee's senior management to be a part of the WebFOCUS or iWay Advisory Council. Participation on an Advisory Council provides direct access to IBI senior product development management and helps to steer the future direction of the Software products. The Advisory Council typically meets twice a year and hosts four (4) quarterly web-seminars.

(viii) Early Adopter Program – An invitation for Licensee to participate in the IBI's Early Adopter Program during the product development process.

(ix) 24 by 7 Support – Licensee will have access to telephone support twenty-four (24) hours a day, seven (7) days a week.

(x) After-Hours Level 3 phone support for mission-critical production applications – Level 3 support personnel include members of our Advanced Technology Services (ATS) group along with select members of our engineering group. Level 3 support may be accessed for production applications that require after hours support for maintenance, upgrades, migrations, or production-down situations outside of IBI's 8 AM-8 PM EST Monday through Friday regular business hours. Level 3 product division resources may be enlisted by Premium support technical representatives in after-hours production down situations if warranted, i.e., when a workaround or system recovery has been unsuccessful.

(xi) Annual Customer User Group / Summit – One (1) free Preferred Registration pass to IBI's Summit Annual User Group annually during the InfoResponse Premium Term. Licensee is responsible for its' own travel and living expenses related to Summit attendance.

(xii) Customized version of Focal Point – IBI hosts an online developer's community called Focal Point. In addition to access to the standard forums that are available to all IBI customers, Licensee shall have the right to request a separate, additional

forum dedicated for its employees to share tips, knowledge, ideas and information regarding the use of IBI Software within Licensee's own organization.

(xiii) Reproduction of Licensee Key Application Environment in IBI's Premium Support Lab - This environment will be used to help determine and resolve Licensee issues through the ability to reproduce issues in-house at IBI. This option is offered upon mutual consent and with Licensee's collaboration.

4.3 <u>Additional Services if the State purchases Hosting Services</u>. If the State procures Hosting Services from Contractor, including its Permitted Subcontractor(s), the following additional services will be provided. Any services not explicitly listed below may require a consulting engagement.

(a) Included Hosting Services Include:

(i) Needs assessment by Information Builders ATS to assist in determining the size of the environment (CPU, RAM, Storage)

(ii) Set up the cloud environment (OS installation + Web/App Server installation + Firewall installation +Create basic ACL rules for Network Access)

(iii) Installation of the Information Builders Software

(iv) Provide needed credentials for Licensee access to the IBI Cloud

(v) OS patch and version management

(vi) Installation of Information Builders patches and updates into the included test environment (Testing and migration services not included)

(vii) Backup and restoration.

(viii) Monitoring and alerting

(ix) Multifactor carrier-class threat management and remediation

(x) Network traffic and data flow monitoring to prevent and mitigate DoS,

(xi) DDoS, worm, and botnet attacks

(xii) Virus, malware, and intrusion/vulnerability monitoring

(xiii) Availability of servers and services

(xiv) Performance of CPU, RAM, and disk

(xv) Custom response procedures 24x7x365

(xvi) Secure Data Disposal

(b) The following services are not included – but may be available under separate consulting engagement:

(i) Database Administration (Database design, indexing, etc.)

(ii) Database backup including creation of scripts or schedules

(iii) Optimization and tuning of databases or other software for optimal performance

(iv) Setup of VPN or other connectivity between customer environment and the cloud

(v) Load-balanced Web/App server configuration

(vi) Security guidance and assistance (LDAP/Active directory, Single sign-on, WebFOCUS Security design/implementation)

(vii) Installation and configuration of load balancers/fail-over configurations

(viii) WebFOCUS Administration services

(ix) Application Development

SCHEDULE B, EXHIBIT 1

CONTACTS FOR CONTRACTOR AND THE STATE

For the State:

State's DTMB Project Manager

Gordon Mayes
Interim Business Relationship Manager
DTMB Agency Services supporting MSP
7150 Harris Drive
Dimondale, MI 48821
MayesG1@michigan.gov
517-204-8026

MSP Technology Division Commander

Captain David Kelly
Commander, MSP Information Technology Division
7150 Harris Drive
Dimondale, MI 48821
KellyD@michigan.gov
248-331-7199

Information Builders

Schedule C -
Master Software
License Agreement

BETWEEN MSP (hereinafter "Licensee"), a governmental agency with principal offices at 7150 Harris Drive, Dimondale, MI 48821and INFORMATION BUILDERS, INC. (hereinafter "IBI"), a New York Corporation with principal offices at Two Penn Plaza, New York, New York 10121-2898, U.S.A.

1.   Preamble

This Master Software License Agreement ("Agreement") sets forth the terms and conditions under which Licensee and its Affiliates, as defined below, may acquire License(s) to use IBI Software. An Affiliate may acquire a License hereunder solely by its execution of a separate Contract Change Notice to Contract No. 190000000286, at such time Affiliate becomes a "Licensee" pursuant to the terms and conditions contained herein. This Agreement grants to Licensee the non-exclusive, non-transferable right to use the specified Software in object code form only on the designated Computer.

2.   Effective Date

The effective date of this Agreement shall commence on the earlier of: (i) the date Licensee accepts delivery of the Software; or (ii) the date upon which the Agreement was executed by both parties.

3.   Definitions

3.1   "Affiliate" means another State agency or Department of the State of Michigan, local police departments are not considered Affiliates however their employees may be considered "Authorized Personnel" under certain circumstances as set forth in 3.2 below.

3.2   Application Service Provider ("ASP") is defined as an enterprise that delivers application functionality and associated services across a network to multiple customers using a rental or usage-based transaction-pricing model.

3.3   "Authorized Personnel" shall include Licensee employees, and may include certain non-employees that Licensee has engaged to use the Software and documentation on Licensee's behalf during the term of such engagement. Such non-employees may include temporary workers, agents, or other on-site consultants who shall be supervised and contractually bound and instructed by Licensee to abide by the usage and confidentiality restrictions set forth herein. Licensee assumes responsibility for usage of the Software and documentation by any Authorized Personnel. Other Law Enforcement Agencies within the State of Michigan may be Authorized Personnel if Licensee permits them to become Authorized Personnel for the purposes of this License. Members of Other Law Enforcement Agencies outside of the State of Michigan, including Federal agencies or international agencies with a law enforcement nexus may be temporally considered "Authorized Personnel" if Licensee wishes to grant them temporary access as Authorized Personnel and: (a) such access is required to help with a Licensee-led investigation or task force; (b) such governmental task force member may be granted full security permissions to access Licensee's applications; (c) Licensee assumes responsibility for such for said governmental task force members as set forth above. Notwithstanding the foregoing, IBI's warranty and InfoResponse Premium support obligations will only be provided to Licensee.

3.4   "Authorized Users" are defined as all users that may have access to the IB Software pursuant to Contract No. 190000000286. Authorized Users includes Affiliates, Authorized Personnel, Users and Permitted Third Party Brower Access users.

3.5   "Computer" means the actual, designated computer that Licensee either owns or leases and operates, and upon which the Licensee is authorized to install the Software included in the applicable License, as set forth in the Contract Terms. The Computer shall be designated in a Statement of Work or an Exhibit to Contract No. 190000000286 which shall identify the Computer by Model Number, Serial Number (if applicable), and Installation Location. If the Computer has multiple Cores (as defined in Section 14.), then the applicable Statement of Work or Exhibit shall also specify: (a) the total number of physical Cores contained in the licensed Computer; or (b) the total number of Active Cores if the licensed Computer is virtualized. A Core based Computer may be referred to in such Statement of Work or Exhibit hereto as a "Server".

3.6   "Concurrent User" means an individual Authorized Personnel, who has the right to access the Software on a licensed Computer simultaneously with a specified number of other Authorized Personnel.

3.7   "Delivery Date" means the date by which the Software shall be delivered, as set forth in the applicable Statement of Work.

3.8   "Enhancements" means any enhancements (improvements), new versions, new editions, of the licensed Software which are designated as such by IBI and is made generally available by IBI to all of its customers, without a separate charge, so long as the customer is a current subscriber to InfoResponse Services for the applicable Software.

3.9   "InfoResponse Fee" means the fee paid by Licensee pursuant to the terms of Contract No. 190000000286.

3.10   "Installation Location" means the actual location of the Computer upon which the Software is installed, as set forth in the applicable Statement of Work or Exhibit to Contract No. 190000000286.

3.11   "License" means the right to install and use the Software granted by IBI to Licensee under this Agreement.

3.12   "License Fee" means the fee payable for the use of Software, as set forth in Contract No. 190000000286.

3.13   "Consulting Services" is defined in the Contract Terms.

3.14   "Software" means the specific software items being licensed.

3.15   "Software-as-a-Service (or SaaS)" means software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at anytime on a pay-for-use basis or as a subscription based on use metrics.

3.16   "Upgrade" means any change in a parameter which applies to a License acquired hereunder in accordance with the Contract Terms, including but not limited to: (a) an increase in the number of Users permitted, for User-based licenses; (b) and/or the Licensee's movement of the licensed Software from the licensed Computer to a higher tier Computer for CPU specific / tier based licenses; (c) an increase in the number of Images permitted, for Image-based licenses; (d) an increase in the number of Instances permitted, for Connected Application licenses; and (e) a change in the number of processors, Cores or Active Cores for Windows / UNIX or Linux servers.

3.17   "User" means an individual Authorized Personnel who is granted the right to access and use the Software on a Computer. If a License is priced based on a maximum number of Users, the maximum number of such Users shall be stated on the applicable Statement of Work. All User based licenses shall be subject to this definition, unless specifically designated a "Concurrent User" License.

4.   Reserved.

4.1

5.   License and Permitted Use

5.1   Licensee hereby is granted a License to use the Software identified on the applicable Statement of Work hereto, in object code form only, subject to the terms and conditions set forth in this Agreement and the Contract Terms. The Software shall be used solely for Licensee and its Affiliate's governmental purposes (i.e. no third party commercial use of the Software is permitted) by its Authorized Personnel, only on designated Licensee owned or leased and operated Computer(s) located at designated Licensee owned or leased and operated Installation Location(s). The designated Computer and Installation Location for each Software License shall be identified in the applicable Statement of Work.

5.2   Licensee shall not copy or otherwise reproduce, or permit any third party to use, copy or otherwise reproduce, all or any part of the Software (including, without limitation, any user manuals) except as expressly authorized by Section 5.6. Licensee shall not use all or any part of the Software as part of any of the following type of operations: (a) service bureau; (b) time share; (c) facilities management; (d) testing facility; (e) outsourcing; or (f) other operation of similar purposes as (a) through (e), whether or not for monetary or other consideration without IBI's express written consent and subject to any applicable IBI fees, terms and conditions. Notwithstanding the foregoing, Licensee may serve as an ASP or SaaS provider, or otherwise provide access to IBI software, for Other Law Enforcement Entities within the State of Michigan or other Authorized Personnel; provided, however, that Licensee is responsible for the usage by Other Law Enforcement Entities and other Authorized Personnel, including compliance with these licensing obligations, including any licensing metrics included in the applicable Statement of Work (including but not limited to Cores, Users, and other licensing metrics). Any non-Licensee entities granted access by Licensee will not develop their own applications. Access may only be granted to applications developed by, or in IBI partnership with, Licensee. For any access granted to non-Licensee or Affiliate entities, software will only be installed on Licensee's Authorized Equipment set forth in the applicable Statement of Work or any State Authorized hosted facility. For any access granted to any non-Licensee or Affiliate entities, IBI's warranty and InfoResponse Premium Support obligations will only be provided to the Licensee. Licensee will notify IB of any impending move to a non-State owned facility; provided, however, that Licensee agrees that they will not move IB software to any non-State owned facility unless that facility agrees to be bound by the terms of this License and the licensing metrics in the applicable Statement of Work.

5.3   Licensee agrees that it shall not allow all or any part of the Software to be managed or supported by either: (a) a service bureau operation; (b) a time share operation; (c) an outsourcing company; (d) a facilities management company; or (e) any other third party, whether or not for monetary or other consideration, without IBI's express written consent. IBI's consent shall be conditioned upon Licensee not being in breach of any of the provisions of this Agreement and shall be subject to Licensee's agreement to any additional applicable IBI fees, terms and conditions. Such additional fees, terms and conditions shall be set forth in applicable documents provided by IBI which the parties (including any applicable third party) shall be required to execute. Such documents may include IBI's Third Party System Access Agreement; IBI's Timesharing license; or other applicable IBI documents. Such documents shall set forth any applicable IBI fees (such as License, Access, Timeshare and or Upgrade fees).

5.4   Provided Licensee is a current subscriber to InfoResponse Services for the applicable Software and Licensee is not in breach of the provisions of this Agreement, IBI shall grant to Licensee the ability to install and use the Software in a Cloud environment upon the execution of IBI's Cloud Services Addendum in which case Licensee may utilize the Software on a Computer in a cloud infrastructure with the same licensed configuration and operating system as identified in the applicable Statement of Work. Licensee agrees to continue to subscribe to InfoResponse service for the entire period the Software is deployed in the cloud environment.

5.5   Licensee agrees not to make alterations to or modify any Software; attempt to assign, transfer, grant sub-licenses, leases or other rights in or to any Software; or make any use of the Software, user manuals, or other documentation except as expressly authorized by this Agreement.

5.6   Licensee is authorized to make and retain one copy of the Software in non-printed, machine-readable form, for back-up and disaster recovery purposes. Nothing in this Agreement shall be construed to prohibit Licensee from maintaining a reasonable number of archival copies of the Software. All proprietary notices, logos, copyright notices, and similar markings shall be retained on such copies.

5.7 Except for the rights specifically granted herein or in the applicable Statement of Work, Licensee is granted no other rights in or to the Software delivered pursuant to each Statement of Work and the Contract Terms. All rights to the Software (including all related manuals, educational and training materials), and including, but not limited to, intellectual property rights, trade secrets, patents, trademarks, and copyrights are and shall remain the sole and exclusive property of IBI.

5.8 Except in the case of WebFOCUS, for which the State's Right to Use license, which has no limitations on cores, processes, or instances, this License permits the Licensee and its Authorized Personnel to use the licensed Software on Licensee's designated Computer at Licensee's designated Installation Location as set forth in the applicable Statement of Work hereto. Notwithstanding any other provision contained in this Agreement or Statement of Work hereto, use of the Software on a computer which is operated by a third party regardless of who owns such computer and whether such computer is located at Licensee's site or at a third party's site, is strictly prohibited without IBI's express prior written consent, which shall be conditioned upon compliance with the provisions set forth above in Section 5.3.

5.9 Permitted Third Party Browser Access to Licensee's WebFOCUS and Omni-Gen Applications. The parties acknowledge that Licensee may elect to provide unaffiliated third parties who are outside of Licensee's firewall (such as customers, vendors, contractors or business partners) with limited permitted access to outward facing WebFOCUS and Omni-Gen applications written by, or on behalf of Licensee. Licensee shall be permitted to allow such access via a web browser communicating with Licensee's WebFOCUS and Omni-Gen Reporting Server (which may be bundled with another product). Such usage shall not constitute a breach of this Agreement, as long as: (a) said access is in furtherance of Licensee's core internal business; (b) the WebFOCUS and Omni-Gen software is installed only on duly authorized and licensed Computers in accordance with the applicable Statement of Work; (c) any unaffiliated third party access shall be limited to requests for output from Licensee's WebFOCUS and Omni-Gen application(s) which may include delivery of reports, charts, and analysis (in a format determined by Licensee) for the benefit of Licensee's business; (d) said third parties shall not be permitted to develop applications or dashboards of its own, or for other third parties; (e) Licensee is not providing such access to act as either an application service provider ("ASP") or Software-as-a-Service ("SaaS") provider to any such unaffiliated third party. Note: Other Law Enforcement Agencies as noted in Paragraph 3.2 above shall also be allowed third party browser access providing all of the conditions set forth in Paragraph 3.2 are met.

6.   Term of License

6.1 Any License that is designated in the applicable Statement of Work as a One-Time License shall be for a term of ninety-nine (99) years, commencing on the Delivery Date.

6.2 Any License that is designated in the Statement of Work as a Subscription License shall be for the non-cancelable term set forth in the Statement of Work, commencing on the Contract Effective Date. Unless renewed, a Subscription License shall terminate and the Licensee's right to use the Software shall expire upon conclusion of the Contract Term, unless otherwise set forth an applicable Statement of Work.

6.3 Licensee shall have the right to convert a Subscription License to a One-Time License at any time by providing IBI thirty (30) days written notice and by paying the applicable One-Time License Fees and applicable InfoResponse Fees. The minimum initial InfoResponse service term for the converted License shall be the greater of: (a) one (1) year from the Delivery Date of the conversion to a One-Time License; or (b) the period of time remaining in the original non-cancellable Subscription License term.

7.   License Fees

7.1 License Fees are governed by the Contract Terms.

8.   InfoResponse Annual Enhancement, Maintenance, and Support Service ONLY APPLICABLE TO LICENSEE – Please See Schedule B of the Contract Terms.

9.   Replacement Computers and Alternative Locations

9.1 The License granted pursuant to this Agreement is specific to the Installation Location and the Computer(s) configured as set forth in the applicable Statement of Work. IBI shall grant to Licensee the right to replace the licensed Computer with a Computer which is owned/leased and operated by Licensee at a Licensee owned data center, providing the Licensee is not in breach of any of the provisions of this Agreement and the License is current on either IBI's InfoResponse Fees (if a One-Time License) or Subscription License Fees (if a Subscription License), in which case the Licensee may utilize the Software on a replacement computer within the same operating system in accordance with the following: (a) If the replacement computer is in the same or a lower price level as the original Computer in accordance with IBI's then current pricing policies, IBI shall authorize Licensee to use the Software on such replacement computer on identical terms and free of any other conversion fee or service charge; and (b) if the computer replacing the Computer identified in the applicable Statement of Work is at a higher price level (including but not limited to higher tier/ more Cores and /or processors than the original Computer) in accordance with the Contract Terms, Licensee shall pay to IBI the additional Fees based upon the difference between the License Fee paid for the original Computer and the then current License Fee for the replacement Computer.

9.2 Licensee shall use reasonable efforts to advise IBI in writing of the use of the Software on a replacement computer thirty (30) days in advance of it coming into operation, but in no event later than thirty (30) days after such replacement comes into operation.

9.3 Licensee shall upon IBI's request, confirm promptly in writing, on each anniversary of the Delivery Date, the Computer including make, model (including if applicable the number of processors and/or Cores or Active Cores), serial number (if applicable), Users (if applicable), Images, Instances (if applicable), MIPS, any other pricing parameter information (if applicable) and location of the computer on which the Software is currently installed and that no replacement computer is or has been in operation or copies of the Software otherwise installed. Licensee shall provide any other information

reasonably requested by IBI to allow IBI to confirm that Licensee's installation and use of the Software is consistent with the License(s) granted in the applicable Statement of Work to this Agreement.

9.4   Installation of the Software on a different operating system is not permitted.

9.5   If Licensee fails to comply with its aforesaid reporting obligations, and the Software is installed on a replacement computer which is in a higher pricing category than the originally licensed Computer (as set forth in IBI's Hardware Platform Reference Chart as appended to the Contract); or if the Licensee has exceeded any other applicable licensing parameter which was set forth on the applicable Statement of Work then Licensee shall pay to IBI, retroactive to date of such installation, the applicable License Fees, InfoResponse Fees and or other applicable fees.   Payment under this Section shall be IBI's sole and exclusive remedy for overdeployment.

9.6   The parties shall enter into a Contract Change designating the replacement computer as the Computer authorized by this Agreement.

9.7   Contractor's License grant is limited to permitted installations within the United States.

9.8   If the affected License is a User based License then in addition to the above, the provisions of Section 11. apply.

10.   Additional Installations

10.1   Additional Software or Computers may be licensed hereunder by execution of a separate Statement of Work, Contract Exhibit, or Change Notice, and payment of the applicable fees set forth therein.

10.2   All additional License Fees, InfoResponse Fees, Subscription Fees and any other applicable fees shall be based on the pricing agreed to under the terms of the Contract; new installations may be eligible for multiple installation discounts.

11.   Additional Users

This paragraph applies only to Licenses which were priced based on the number of Users in the Software configuration as set forth on the applicable Statement of Work. In the event the Licensee desires to upgrade to a larger user license, an upgrade to the License, InfoResponse and or other applicable Fees shall apply pursuant to the Contract Terms. Licensee shall use reasonable efforts to promptly advise IBI of any increase in the number of permitted Users or Concurrent Users thirty (30) days in advance of said additional Users being given access to the Software, but in no event later than thirty (30) days after said additional Users are given access to the Software. Licensee agrees to pay any applicable Upgrade fees, retroactive to the date of such access. Unless otherwise noted on the applicable Statement of Work, a "User" shall mean a specific Authorized Personnel who is authorized by the Licensee to use the Software, regardless of whether the individual is actively using the Software at any time. If the applicable Statement of Work identifies the Users as "Concurrent Users", then the maximum number of Concurrent Users shall be stated on the applicable Statement of Work and Upgrade fees shall apply if the Licensee exceeds the maximum number specified.

12.   Image Licenses

Unless otherwise stated on the applicable Statement of Work hereto, each Software item licensed hereunder shall be for a single "Image". If multiple "Images" are authorized, then the permitted number of "Images" shall be identified on the applicable Statement of Work hereto. An "Image" is defined as a single instance or installation of the licensed Software, operating on an authorized Computer. In the event the Licensee desires to run multiple "Images" of the licensed Software on the authorized Computer, by use of logical partitions or other means, then Licensee must acquire a License for each additional Image. Each additional Image shall be subject to IBI's then current additional "Image" pricing, Licensee agrees to promptly notify IBI and acquire the appropriate License(s) in the event the number of permitted "Images" on the authorized Computer is exceeded.

13.   Connected Application Licenses

Certain Software items are priced based on the number of connections to an application software package such as SAP, or a transaction system such as CICS. Each connection is referred to as an "Instance", as further defined below. For example, if an iWay Adapter running with WebSphere on UNIX 'connects' to 10 instances of SAP located throughout Licensee's enterprise (10 different installed copies of SAP), then Licensee would need to license 10 "Instances" for the desired Software. The number of permitted "Instances" which Licensee is granted the right to deploy shall be set forth on the applicable Statement of Work hereto. In the event the Licensee desires to connect to additional installations of the applicable application software, then Licensee must acquire a License for each additional "Instance" required. Licensee agrees to promptly notify IBI and acquire the appropriate License(s) in the event the number of permitted "Instances" is exceeded.

14.   Multicore Processors / Virtualization – Does not apply to the WebFOCUS Right to Use license which has no limitations on cores, processes, or instances.

Some Windows / Intel, UNIX or Linux based servers have a multicore chip set. A multicore server has one or more chips each containing multiple processors, referred to as Cores. If the authorized Computer is a multicore server, then the License fee shall be based on the total number of physical Cores contained on the Computer. The total number of physical Cores licensed shall be identified on the applicable Statement of Work. The Licensee agrees to promptly notify IBI and acquire the appropriate License(s) in the event the number of permitted physical Cores is exceeded.

Notwithstanding the above, IBI recognizes that the Licensee may elect to use virtualization technologies such as VMware; or the Pset functionality found in the UNIX operating system; or other technologies whereby the number of Cores utilized by a licensed Computer is limited to a subset of the number of physical Cores that are actually contained on the licensed Computer. When these technologies are deployed by the Licensee the licensed Computer may be referred to as a "Virtual Server". The License fees for a Virtual Server shall be based on the active number of Cores that the virtualization

technology assigns to the Virtual Server on a single physical Computer ("Active Cores"). The Licensee shall not be permitted to utilize more Cores on a Virtual Server than the number of Active Cores that are licensed hereunder and identified in an applicable Statement of Work hereto. The Licensee agrees to promptly notify IBI and acquire the appropriate License in the event the number of Active Cores on a Virtual Server licensed hereunder exceeds the number of Active Cores set forth on the applicable Statement of Work.

A Licensee may elect to configure the number of Active Cores on a Virtual Server into more than one virtual environment on the same physical machine, providing the total permitted number of Active Cores for the Licensed Computer is not exceeded. For example, a Licensee could acquire a license with eight (8) Active Cores on a Computer which has sixteen (16) total Cores; and configure the eight (8) Active Cores into two (2) separate environments with four (4) Cores each provided those environments are on the same physical machine. The Active Cores can be segmented in the manner described in the preceding sentence on a Virtual Server providing: (a) the total number of Active Cores is not exceeded; (b) the Active Cores are on the same physical machine; and (c) Active Cores for a Virtual Server are not segmented across multiple physical machines.

15.   Warranties; Limitation of Liability – Please see the Contract Terms.

16.   Confidentiality and IBI Proprietary Rights
Licensee acquires no right in or to any IBI trademarks, copyrights, patents, trade secrets, or any other intellectual property rights belonging to IBI, or its licensors, by virtue of entering into this Agreement or any Statement fo Work appended to the Contract, including but not limited to those intellectual property rights associated with any data models or application products listed in the applicable Statement of Work. Licensee shall take all reasonable precautions to maintain the confidentiality of the Software and the intellectual property described above, which precautions shall be at least equivalent to those Licensee takes to protect its own confidential information of a similar nature. Without limiting the generality of the foregoing, with the exception of the ownership of Work Product, as specified in the Contract, Licensee acquires no rights in or to any source codes and shall not reverse engineer, disassemble, or take any other steps to discover such source codes. Licensee acknowledges that the licensed Software and documentation are deemed confidential and that Licensee will not make use of nor disclose the Software except as set forth in this Agreement, and, for Documentation, as otherwise required by law. If Licensee discloses any confidential information to IBI during the course of IBI performing any Professional Services hereunder, then IBI shall take all reasonable precautions to maintain the confidentiality of such confidential information, which precautions shall be at least equivalent to those IBI takes to protect its own confidential information of a similar nature.

17.   Change in Affiliate Status/Assignment

17.1   Licensee may transfer or assign licenses obtained pursuant to the Contract Terms and this Agreement only if required to do so by law or Executive Order. If such a transfer or assignment by the Licensee occurs as required by law or Executive Order, Licensee will notify IBI of said transfer or assignment as soon as practicable, but in no event later than 30 days after the transfer or assignment occurs. Any assignee must be bound by the terms of this License, including any applicable licensing metrics. Notwithstanding anything to the contrary contained herein IBI may: (a) assign this Agreement to an entity which acquires and continues its business, but only upon written approval by the State of Michigan and notification as required pursuant to the Contract Terms.

18.   Default and Termination of the Software License and Associated Maintenance and Support
18.1   IBI may terminate this Agreement and any License under it:
(a) Effective immediately and without prior notice, if Licensee breaches the provisions of Sections 5 or 16; (b) upon thirty (30) days written notice, if Licensee fails to pay any License Fee when due, but such termination shall not take effect, and the respective License shall remain in full force and effect, if Licensee makes such payment prior to the expiration of the notice period; or (c) upon thirty (30) days written notice if Licensee is in default of any other provision of this License, but such termination shall not take effect, and this License shall remain in full force and effect, if Licensee cures such default prior to the expiration of the notice period.
18.2   Maintenance shall automatically terminate if Licensee does not pay the applicable InfoResponse Fee when due with respect to any One-Time License or for a Subscription License upon failure to renew it.

18.3   If Licensee's right to use any Software terminates for any reason, whether with or without cause, or due to the expiration or non-renewal thereof, Licensee shall:
(a) immediately cease using such Software and delete same, and all associated items from its library; (b) contact IBI to secure a Software Return Authorization Number; (c) return to IBI all copies of materials associated therewith or which are a part thereof, in compliance with the State's record retention schedules and obligations under the Michigan Freedom of Information Act; (d) confirm in writing to IBI that such deletion and return has occurred in accordance with the Notices provisions herein.

19.   Indemnification – Please see the Contract Terms.

20.   Consulting Services may be added pursuant to the Contract Terms.

Schedule D
Rate Card for Professional Services

Schedule D is the Rate Card for Professional Services. The hourly rates in Table A, below, will be applicable from Contract Effective Date until December 20, 2019. On December 21, 2019 and thereafter, the rates in Table B, below, will be applicable.

Table A.

Position Type	Level 1 (Senior) Not To Exceed Hourly rate	Level 2 (Junior) Not To Exceed Hourly rate	Effective Date	Expiration Date
Architect	$200	$150	12/20/2018	12/20/2019
Project Manager	$200	$150	12/20/2018	12/20/2019
System Integration Engineer	N/A	N/A	12/20/2018	12/20/2019
ETL Developer	$150	$115	12/20/2018	12/20/2019
Business Intelligence Report Developer	$150	$115	12/20/2018	12/20/2019
Data Designer/Modeler	$160	$130	12/20/2018	12/20/2019
Business Intelligence Analyst	$150	$125	12/20/2018	12/20/2019
System Engineer	N/A	N/A	12/20/2018	12/20/2019
Database Administrator	$140	$130	12/20/2018	12/20/2019
Software / Data Tester	N/A	N/A	12/20/2018	12/20/2019

Table B.

Position Type	Level 1 (Senior) Not To Exceed Hourly rate	Level 2 (Junior) Not To Exceed Hourly rate	Effective Date
Architect	$250	$175	12/21/2019
Project Manager	$225	$160	12/21/2019
System Integration Engineer	$225	$160	12/21/2019
ETL Developer	$200	$150	12/21/2019
Business Intelligence Report Developer	$200	$150	12/21/2019
Data Designer/Modeler	$180	$150	12/21/2019
Business Intelligence Analyst	$180	$140	12/21/2019
System Engineer	$180	$140	12/21/2019
Database Administrator	$160	$140	12/21/2019
Software / Data Tester	$160	$130	12/21/2019