State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA STATEWIDE CONTRACT WITH AMAZON WEB SERVICES, INC.

This State of Oklahoma Statewide Contract No. 1041 ("Contract") is entered into between the State of Oklahoma by and through the Office of Management and Enterprise Services ("State") and Amazon Web Services, Inc. ("Supplier") and is effective as of the date of last signature to this Contract. The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

The following paragraph is a disclaimer for customers under this Contract and is not a Contract term. In order to get the benefit of the pre-negotiated terms and conditions of this Contract with Amazon Web Services, Inc., any entity purchasing off this Contract must not create an account outside of the terms of this Contract. Any purchasing entity should make certain that they are properly identifying their accounts as an Enterprise Account. If a purchasing entity under this Contract creates an account not within the parameters of this Contract, by creating something other than an Enterprise Account, the purchasing entity will be bound by the AWS Customer Agreement, and not the terms of this Contract. The AWS Customer Agreement is accessible via http://aws.amazon.com/agreement. Further, in order to get the benefit of the pre-negotiated terms and conditions of this Contract with Amazon Web Services, Inc., any purchasing entity must create/configure their Enterprise Account in the United States. If the purchasing entity creates/configures an account outside of the United States, then it will be governed by the AWS Customer Agreement, identified in the hyperlink above, and not by this Contract. Additionally, this Contract does not include the State's CJIS Security Policy. Customer and Supplier may address the use of criminal justice information through further agreement.

Purpose

The State is awarding this Contract to Supplier for the provision of software and services to support State agencies and other eligible Oklahoma Interlocal Entities, including software, training, pre-sales assistance, documentation, installation, maintenance, support, configuration, customization, and license agreement administration, as more particularly described in certain Contract Documents. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:
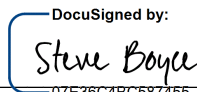
1.   The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin offering products and Services under this Contract.   For State agencies, boards and commissions issuance of a purchase order is required prior to use of products and Services and payment to Supplier under this Contract.

2.   The following are the Contract Documents which are attached hereto:

    2.1   Solicitation 0900000556, Attachment A;
    2.1.   General Terms, Attachment B;
    2.2.   Oklahoma Statewide Contract terms, Attachment C;
    2.3.   Information Technology terms, Attachment D;
    2.4.   Enterprise Agreement, Attachment E-1
       i.   FERPA Appendix to the Enterprise Agreement
      ii. IRS 1075 Appendix to the Enterprise Agreement
     iii. Minimum Architecture Requirements Appendix to the Enterprise Agreement, Held as Confidential
      iv. Pricing Appendix to the Enterprise Agreement
      v. Statement of Work Template to the Enterprise Agreement
      vi. Data Processing Appendix to the Enterprise Agreement
     vii. Business Associate Appendix to the Enterprise Agreement, Confidential
    2.5.   Negotiated Exceptions, Attachment F; and
    2.6.   Template for Contract Modifications for Quotes, Statements of Work, or other Ordering Documents, Attachment F-1

3.   The parties additionally agree:

    3.1.   Except for information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.

    3.2.   No modification or amendment of any portion of this Contract will be effective unless in writing and signed by Supplier and the Chief Information Officer utilizing Attachment F-1. No other terms and conditions or clauses, including via a hyperlink or uniform resource locator that are not already identified in the Contract Documents, shall supersede or conflict with the terms of this Contract or expand the State's or Customer's liability or reduce the rights of Customer or the State, unless the Contract is modified or amended pursuant to this Section 3.2.

3.3. To the extent any Contract Document, or a hyperlink or uniform resource locator that is identified in the Contract Documents contains a terms or condition that directly conflicts with an applicable Oklahoma and/or United States law or regulation, such term or condition is void and unenforceable.

4. Any reference to a Contract Document refers to such Contract Document as it may have been amended.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

Amazon Web Services, Inc.

By: *Joe McIntosh*
     1C5419931B80453...

By: *Steve Boyce*
     07E36C4BC587455...

Name: Joe McIntosh

Name: Steve Boyce

Title: CIO

Title: Authorized Signatory

Date: June 4, 2024

Date: June 3, 2024

ATTACHMENT A

SOLICITATION NO. 0900000556

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services for software and services to support State agencies and other eligible Oklahoma Interlocal Entities. This Supplier will provide software, training, pre-sales assistance, documentation, installation, maintenance, support, configuration, customization, and license agreement administration.

1.   **Contract Term and Renewal Options**
        The initial Contract term, which begins on the effective date of the Contract, is one year and there are [4] one-year options to renew the Contract.

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1   Scope and Contract Renewal

1.1   Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2   At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3   If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4   The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 **Contract Effectiveness and Order of Priority**

2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

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provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4   Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3   Modification of Contract Terms and Contract Documents

3.1   The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2   Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4   Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1   **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2   **Addendum** means a mutually executed, written modification to a Contract Document.

4.3   **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4   **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

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4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

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Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

6.3 Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7   **Invoices and Payment**

7.1   Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

A.   An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B.   Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C.   Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D.   The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E.   If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F.   Supplier shall have no right of setoff.

G.   Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

H.   The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8   **Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

8.1   As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

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forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

8.2   Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3   Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9   **Compliance with Applicable Laws**

9.1   As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A.   Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B.   Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C.   Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D.   1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E.   Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

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    F.   Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

    G.   Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

    H.   Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

    I.   Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

    J.   Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2   The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3   At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4   In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

9.5   The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6   As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7   The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8   Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9   Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

9.10   If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10   Audits and Records Clause

10.1   As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2   The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3   Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11   Confidentiality

11.1   The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6   The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7   Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12   **Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13   Assignment and Permitted Subcontractors

13.1   Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2   Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3   If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

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the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4   All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5   Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14   Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15   Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5   Limitation of Liability

A.   With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B.   Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C.   The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17   Termination for Funding Insufficiency

17.1   Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

17.2   Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3   The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18   Termination for Cause

18.1   Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2   The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3   Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19   Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice.   If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

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there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

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A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22   Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23   Force Majeure

23.1   Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2   Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3   Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:
State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2   No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3   Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4   Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5   Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6   Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq*. Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7   Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8   Mutual Responsibilities

A.   No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B.   The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C.   The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D.   The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E.   Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9   Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

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condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10   Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11   Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12   Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13   Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14   Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties.   No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1   The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.

1.2   The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

2.1   Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2   Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3   Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

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In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4.   **Termination for Cause**

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5.   **Termination for Convenience**

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6.   **Contract Management Fee and Usage Report**

6.1   Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the

right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

    a. January 01 through March 31;

    b. April 01 through June 30;

    c. July 01 through September 30; and

    d. October 01 through December 31.

v. Reports must include the following information:

    a. Procuring entity;
    b. Order date;

  c. Purchase Order number or note that the transaction was paid by Purchase Card;

  d. City in which products or services were received or specific office or subdivision title;

  e. Product manufacturer or type of service;

  f. Manufacturer item number, if applicable;

  g. Product description;

  h. General product category, if applicable;

  i. Quantity;

  j. Unit list price or MSRP, as applicable;

  k. Unit price charged to the purchasing entity; and

  l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

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ATTACHMENT D

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms ("Information Technology Terms"), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services ("OMES-IS") is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1   Definitions

1.1   **COTS** means software that is commercial off the shelf.

1.2   **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.

1.3   **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.

1.4   **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.

1.5   **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

1.6   **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

1.7   **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

1.8   **Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.

1.9   **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.

1.10   **State CIO** means the State Chief Information Officer or authorized designee.

1.11   **Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

1.12   **Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.

1.13   **Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

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personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

2.1 Customer removes the product for which the services are provided, from productive use or;

2.2 The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://omes.ok.gov/services/information-services/accessibility-standards. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

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All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

4.1 Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.

4.2 Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at http://eclipse.omes.ok.gov.

6.2 Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

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6.3   Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7   Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8   Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9   Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

9.1   A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;

9.2   An assignment by the Supplier for the benefit of its creditors;

9.3   A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

9.4   The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;

9.5   The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;

9.6   The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

9.7   Supplier's ceasing of maintenance and support of the software; or

9.8   Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10   **Commercial Off The Shelf Software**

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11   **Ownership Rights**

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

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shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

12.1 As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.

12.2 Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier's signature due to the dissolution of Supplier or Supplier's failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier's agent and Supplier's attorney-in-fact to act for and in Supplier's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer's sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

12.3   Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.

12.4   All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

12.5   These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.

12.6   Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.

12.7   Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

12.8   To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

12.9 Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.

12.10 To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

12.11 If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

13.1 If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:
Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A.   Customer Data

1.   Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).

2.   Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.

3.   Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B.   Data Security

1.   Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

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Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.

3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.

4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.

5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.

6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2.   Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D.   **Security Incident or Data Breach Notification:** Supplier shall inform Customer of any Security Incident or Data Breach.

1.   Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.

2.   Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).

3.   Supplier shall:

a.   Maintain processes and procedures to identify, respond to and analyze Security Incidents;

b.   Make summary information regarding such procedures available to Customer at Customer's request;

c.   Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

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    d.   Document all Security Incidents and their outcomes.

4.   If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E.   **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1.   Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

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

3.   If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F.   **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

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G.   **Supplier Representations and Warranties**

Supplier represents and warrants the following:

1.   The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.

2.   Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.

3.   The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.

4.   Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or though the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H.   **Indemnity**

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

   Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

   a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;

   b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or

   c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

   a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;

   b. 30 days after the effective date of termination, if the termination is for convenience; or

   c. 60 days after the effective date of termination, if the termination is for cause.

   After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

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ATTACHMENT E-1 to
STATE OF OKLAHOMA CONTRACT WITH
AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556

The Enterprise Agreement is hereby amended to include the terms as set forth below and supersedes all prior Enterprise Agreements submitted by Amazon Web Services Inc. or discussed by the parties.

1.   Use of the Service Offerings.

1.1   Generally. Customer may access and use the Services in accordance with this Contract. Service Level Agreements apply to certain Services. Customer's use of the Service Offerings will comply with the terms of Statewide 1041 (the "Contract".)

1.2   AWS Account. To access the Services, Customer must create one or more AWS Enterprise Accounts. Unless explicitly permitted by the Service Terms, Customer will only create one AWS Enterprise Account per email address. All AWS Enterprise Accounts will be covered by the Contract. For all AWS Enterprise Accounts, the Contract supersedes any acceptance of the AWS Customer Agreement ("Agreement") by Customer or any of its employees acting on behalf of Customer. If any of Customer's AWS accounts do not meet the definition of an "AWS Enterprise Account," those accounts will be governed by the AWS Customer Agreement.

1.3   Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by the Contract unless accompanied by separate terms and conditions, which may include separate fees and charges.

2. Changes.

2.1   To the Service Offerings. AWS may change or discontinue any of the Service Offerings, from time to time. For any AWS Enterprise Accounts enrolled in AWS Support at the Developer-level tier or above (or any successor service providing such communications alerts), AWS will provide at least 12 months' prior Notice to Customer if AWS decides to discontinue a Service that it makes generally available to its customers and that Customer is using. AWS will not be obligated to provide Notice under this Section 2.1 if the discontinuation is necessary to address an emergency or threat to the security or integrity of AWS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity.

2.2   To the Service Level Agreements. AWS may change Service Level Agreements from time to time, but will provide 90 days' prior Notice to Customer before materially reducing the benefits offered to Customer under any Service Level Agreement(s) that are available as of the Effective Date.

3.   Privacy and Security.

3.1   AWS Security. AWS will implement reasonable and appropriate measures for the AWS Network (as determined by AWS) designed to help Customer secure Customer Data against accidental or unlawful loss, access or disclosure (the "**Security Objectives**") in accordance with the AWS Security Standards. AWS may modify the AWS Security Standards from time to time, but will continue to provide at least the same level of security as is described in the AWS Security Standards on the Effective Date.

3.2   Data Privacy. Customer may specify the AWS regions in which Customer Data will be stored. Customer consents to the storage of Customer Data in, and transfer of Customer Data into, the AWS regions Customer selects. AWS will not access or use Customer Data except as necessary to

maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. AWS will not (a) disclose Customer Data to any government or third party, or (b) subject to Section 3.3, move Customer Data from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, AWS will give Customer reasonable Notice of any legal requirement or order referred to in this Section 3.2, to enable Customer to seek a protective order or other appropriate remedy. AWS will only use Account Information in accordance with the Privacy Notice, and Customer consents to such usage. The Privacy Notice does not apply to Customer Data.

3.3   Service Attributes. To provide billing and administration services, AWS may process Service Attributes in the AWS region(s) where Customer uses the Service Offerings and the AWS regions in the United States. Consistent with Section 3.2, to provide Customer with support services initiated by Customer and investigate fraud, abuse or violations of the Contract, AWS may process Service Attributes where AWS maintains its support and investigation personnel.

3.4   AWS Information Security Program. As of the Effective Date, the AWS Information Security Management System (ISMS) is ISO 27001 certified. AWS will maintain an information security program designed to provide at least the same level of protection as evidenced by that certification on the Effective Date.

3.5   Audits of Technical and Organizational Measures. Upon Customer's request, and provided that the parties have an applicable NDA in place, AWS will provide to Customer a copy of the AWS System and Organization Controls 1, Type 2 report or such alternative industry standard reports or certifications that are substantially equivalent as reasonably determined by AWS. AWS will make this documentation available to Customer via AWS Artifact (or an alternative means accessible via the AWS Site) and this documentation will be treated as Confidential Information of AWS.

4.   Customer Responsibilities.

4.1   Customer Data. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. Customer agrees that Customer Data will not violate any of the Policies or any applicable law.

4.2   Customer's Security and Redundancy. Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content AWS recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Data, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Data, using encryption technology to prevent unauthorized access to Customer Data, and ensuring the appropriate level of backup to prevent loss of Customer Data.

4.3   Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work on behalf of Customer. Except to the extent caused by AWS's breach of the Contract, as between the parties, Customer is responsible for all activities that occur under its AWS Enterprise Accounts.

4.4   **End Users**. If Customer uses the Services to provide services to, or otherwise interact with, End Users, then Customer, and not AWS, will have the relationships (e.g., via executed contracts between Customer and End Users or via online terms of service) with End Users. Therefore Customer, and not AWS, is responsible for End Users' use of Customer Data and the Service Offerings. To the extent that Customer enables End Users to access the Services or Customer Data, Customer will ensure that all End Users comply with any applicable obligations of Customer under the Contract and that any terms of any agreement with each End User are not inconsistent with the Contract. AWS does not provide any support or services to End Users unless AWS has a separate agreement with Customer or an End User obligating AWS to provide support or services to End Users. Customer is responsible for providing customer service (if any) to End Users.

5.   **Fees and Payment.**

5.1   **Service Fees.** Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Service Offerings, as described on the AWS Site, during the month. Customer will pay AWS all invoiced amounts within 45 days of the date of the invoice (other than Disputed Amounts). For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such 30-day period, AWS may, at its option, limit (in full or in part) Customer's or any End User's right to access or use the Service Offerings until the dispute is resolved. All amounts payable by Customer under the Contract will be paid to AWS without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth above. Fees and charges for any new Service or new feature of a Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS may increase or add new fees and charges for any existing Service by giving Customer at least 60 days' prior Notice. AWS may charge Customer interest at the rate of 1.5% per month (or the highest rate permitted by law, whichever is less) on all late payments.

5.2   **Taxes.** Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Contract. All fees payable by Customer are exclusive of Indirect Taxes, except where applicable law requires otherwise. AWS may charge and Customer will pay applicable Indirect Taxes that AWS is legally obligated or authorized to collect from Customer. Customer will provide such information to AWS as reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS may claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under the Contract will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under the Contract. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under the Contract.

6.   **Temporary Limitation of Access and Use Rights.** AWS may temporarily limit (in full or in part, as set forth in this Section 6) Customer's or any End User's right to access or use the Service Offerings upon Notice to Customer (which will be reasonable prior notice unless AWS reasonably

believes immediate limitation is necessary) if AWS reasonably determines that Customer's or an End User's use of the Service Offerings poses a security risk or threat to the function of the Service Offerings, or poses a security or liability risk or threat of harm to AWS, its Affiliates or any third party. AWS will only limit Customer's right to access or use the instances, data or portions of the Service Offerings that caused the security or liability risk or threat. AWS will restore Customer's access and use rights promptly after Customer has resolved the issue giving rise to the limitation. Customer remains responsible for all fees and charges for the Service Offerings during the period of limitation.

      7.   **Term; Termination.**

  7.1   **Term. Reserved.**

  7.2   **Termination of a Purchase Order (or other similar ordering document) or Customer's agreement to purchase under the Contract.**

     (a)   **Termination for Convenience.** Between Customer and AWS, Customer may terminate any purchase order (or other similar ordering document) or Customer's agreement to purchase under the Contract for any reason by providing AWS Notice. Between Customer and AWS, AWS may terminate any purchase order(or other similar ordering document) or Customer's agreement to purchase under the Contract for any reason by providing Customer at least two years' Notice.

     (b)   **Termination for Cause.**

    (i)   **By Customer or AWS.** Between Customer and AWS, either Customer or AWS may terminate any purchase order(or other similar ordering document) or Customer's agreement to purchase under the Contract for cause if the other is in material breach and the material breach remains uncured for a period of 30 days from receipt of Notice by the breaching party.

    (ii)   **By AWS.** Between Customer and AWS, AWS may terminate any purchase order (or other similar ordering document) or Customer's agreement to purchase under the Contract for cause (a) upon 90 days' Notice to Customer if AWS has the right to limit Customer's or any End User's right to access or use the Service Offerings under Section 6 and Customer has not cured the condition giving rise to that right to limit within such 90 day period, or (b) upon 30 days' Notice to Customer in order to comply with applicable law or requirements of governmental entities.

     (c) For clarification, Section 7.2 does not govern termination of Statewide 1041 between the State, through OMES, and AWS. For termination of the Statewide 1041 Contract, see Attachment B, Sections 17-19.

  7.3   **Effect of Termination of a Purchase Order (or other similar ordering document) or Customer's agreement to purchase under the Contract.**

     (a)   **Generally.** Upon the Termination Date:

     (i)   except as provided in this Section 7.3, all of Customer's rights under the Contract immediately terminate;

     (ii) Customer remains responsible for all fees and charges Customer has incurred through the Termination Date; and

     (iii) Sections 4, 5, 7.3, 8.1, 8.3, 8.4, 9, 10.3, 11, 12 and 13 of the Enterprise Agreement and Attachment B, Section 16.5 (Limitation of Liability) will continue to apply in accordance with their terms.

(b)   **Post-Termination Retrieval of Customer Data.** During the 180 days following the Termination Date, AWS will not take action to remove any Customer Data as a result of the termination from any

open AWS Enterprise Account. In addition, during such period, Customer may retrieve any remaining Customer Data from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability, or (ii) Customer has not paid all amounts due under the Contract, other than Disputed Amounts. For purposes of this language, Customer is intended and understood to mean the purchasing entity and not the State of Oklahoma as a whole. For any use of the Services during such period, all terms of the Contract will continue to apply and Customer will pay the applicable fees at the rates under Section 5. No later than the end of this 180-day period, Customer will close all AWS Enterprise Accounts and return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site).

8. **Proprietary Rights.**

8.1 **Customer Data.** As between Customer and AWS, Customer (or Customer's licensors) own all right, title, and interest in and to Customer Data. Except as provided in the Contract, AWS obtains no rights under the Contract from Customer (or Customer's licensors) to Customer Data.

8.2 **Intellectual Property License.** The Intellectual Property License applies to the use of AWS Content and the Services.

8.3 **Restrictions.** Neither Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by the Contract. Neither Customer nor any End User may, or may attempt to (a) reverse engineer, disassemble, or decompile the Services or AWS Content or apply any other process or procedure to derive the source code of any software included in the Services or AWS Content, (b) access or use the Services or AWS Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Services or AWS Content. The AWS Trademark Guidelines apply to the use of AWS Marks. Customer will not misrepresent or embellish the relationship between AWS and Customer (including by expressing or implying that AWS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between AWS and Customer except as expressly permitted by the Contract.

8.4 **Suggestions.** If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates will be entitled to use the Suggestions without restriction.

9. **Third-Party Claims.**

9.1 **Policies and End User Disputes.** Customer represents and warrants that Customer's and its End Users' access and use of the Services and AWS Content will not violate the Policies.

9.2 **Intellectual Property.**

(a) Reserved.

(b) Customer represents and warrants that Customer Data will not infringe or misappropriate any third party's intellectual property rights.

(c) Reserved.

(d) Reserved.

10. **AWS Warranties and Warranty Disclaimers.**

10.1 **AWS Warranties.** AWS represents and warrants to Customer that (a) the Services will perform substantially in accordance with the Documentation and (b) AWS will use commercially

reasonable efforts to prevent the introduction or proliferation of any viruses or other malicious code into the Services.

10.2   Mutual Warranties. Customer and AWS each represents and warrants to the other that (a) it has full power and authority to enter into and perform the Contract, (b) the execution and delivery of the Contract has been duly authorized, (c) it will comply with all applicable laws, rules, regulations and ordinances in the performance of the Contract (and, in the case of Customer, the use of the Service Offerings), and (d) its performance hereunder does not breach any other agreement to which it is bound.

10.3   Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 AND SECTION 10.2, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING CUSTOMER DATA OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11.   Limitations of Liability.

11.1   Reserved.

12.   Miscellaneous.

12.1   Assignment. As between Customer and AWS, neither Customer nor AWS may assign or otherwise transfer the Customer's agreement under the Contract or any of its rights and obligations under the Customer's agreement under the Contract without the prior written approval of the other; except that either Customer or AWS may assign or otherwise transfer the Customer's agreement under the Contract without the consent of the other (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to any Affiliate or as part of a corporate reorganization, or (c) in the case of AWS, with respect to specific AWS Enterprise Accounts, to an Affiliate; provided that the assigning party provides notice to the other upon completion of such assignment. Effective upon such assignment or transfer, subject to the assignee/transferee's consent, the assignee/transferee is deemed substituted for the assignor/transferor as a party to the Customer's agreement under the Contract. Subject to the foregoing, this Customer's agreement under the Contract will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

For clarification, Section 12.1 is not applicable to the assignment of Statewide 1041 between the State, through OMES, and AWS. For assignment of Statewide 1041 between State, through OMES, and AWS, see Attachment B, Section 13.1.

12.2   Counterparts; Facsimile. The Contract may be executed by facsimile or by electronic signature in a format approved by AWS, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

12.3   This Enterprise Agreement incorporates the Policies. If any of Customer's AWS accounts do not meet the definition of an "AWS Enterprise Account," then those AWS accounts will be governed by the AWS Customer Agreement. AWS will not be bound by any term, condition or other provision which is different from or in addition to the provisions of the Contract (whether or not it would materially alter

this Contract) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires AWS to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.

12.4   Force Majeure. Reserved.

12.5   Governing Law; Venue. The laws of the State of Oklahoma, without reference to conflict of law rules, govern this Contract and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Service Offerings or the Contract will only be adjudicated in a state or federal court located in Oklahoma City, Oklahoma. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing and to the extent permitted by Oklahoma law, AWS may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property or other proprietary rights to the extent the State of Oklahoma is not involved. The United Nations Convention for the International Sale of Goods does not apply to this Contract.

12.6   Trade Compliance. In connection with the Contract, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service Offerings, including (i) Customer's transfer and processing of Customer Data, (ii) the provision of Customer Data to End Users, and (iii) specifying the AWS region in which any of the foregoing occur. Customer represents that Customer and the entities that own or control Customer, and the financial institutions used to pay AWS under the Contract, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

12.7   Independent Contractors. AWS and Customer are independent contractors, and the Contract will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Customer nor AWS, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.8   Language. All communications and Notices made or given pursuant to the Contract must be in the English language. If AWS provides a translation of the English language version of the Contract, the English language version of the Contract will control if there is any conflict.

12.9   Nondisclosure; Publicity: Except to the extent permitted by applicable law, neither Customer nor AWS will issue any press release or make any other public communication with respect to the Contract or Customer's use of the Service Offerings. AWS and Customer agree that some portions, of the Contract as approved by the Oklahoma State Purchasing Director, are not publicly known and will not be disclosed by them.

12.10 Notice.

(a) **General.** Except as otherwise set forth in Section 12.10(b), to give notice to a party under the Contract, each party must contact that other party by personal delivery, overnight courier or registered or certified mail. Notices must be sent to addressed to the address of the other party listed on the Cover Page to this Contract (or such other address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) **Notice for purposes of this Contract**:

If sent to AWS:
410 Terry Avenue North
Seattle, WA 98109-5210
Attention: AWS General Counsel

If sent to the State:
State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

(c) **Electronic Notice.** AWS may provide notice to Customer (i) under Sections 2.2 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6 or Appendix A by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

12.11 No Third-Party Beneficiaries. Except as set forth in Section 9, the Contract does not create any third-party beneficiary rights in any individual or entity that is not a party to the Contract.

12.12 No Waivers. The failure by a party to enforce any provision of the Contract will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice to be effective.

12.13 Reserved.

13. Definitions. Defined terms used in this Contract with initial letters capitalized have the meanings given below, unless the Definition has been otherwise modified by the parties in Attachment F:

"**Acceptable Use Policy**" means the policy located at http://aws.amazon.com/aup (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.

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"**Account Information**" means information about Customer that Customer provides to AWS in the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with an AWS Enterprise Account.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

"**API**" means an application program interface.

"**AWS Content**" means Content that AWS or any of its Affiliates makes available related to the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept, templates, and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content.

"**AWS Contracting Party Site**" means https://aws.amazon.com/legal/aws-contracting-party (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**AWS Customer Agreement**" means AWS's standard user agreement located on the AWS Site at http://aws.amazon.com/agreement (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**AWS Enterprise Account**" means any AWS account that (a) is listed on Appendix A, as that list may be updated from time to time as described in Appendix A, (b) is opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer), (c) includes Customer's full legal name in the "Company Name" field associated with the AWS account, and (d) is associated with a geographic location in the United States AWS determines the location associated with each AWS Enterprise Account in the manner described on the AWS Contracting Party Site.

"**AWS Marks**" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Customer in connection with this Contract.

"**AWS Network**" means AWS's data center facilities, servers, networking equipment, storage media, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

"**AWS Security Standards**" means the security standards attached to this as Appendix B.

"**AWS Site**" means http://aws.amazon.com (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**AWS Trademark Guidelines**" means the guidelines and trademark license located at http://aws.amazon.com/trademark-guidelines (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Content**" means software (including machine images), data, text, audio, video, or images.

"**Customer Data**" As defined in Attachment F, Information Technology Terms, Definitions (Section 1.2, pg. 1).

"**Disputed Amounts**" means amounts disputed by Customer in a Notice and in good faith as billing errors.

"**Documentation**" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at http://aws.amazon.com/documentation (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"**End User**" means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Data, or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under an AWS Enterprise Account.

"**Indirect Taxes**" means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"**Intellectual Property License**" means the separate license terms that apply to Customer's access to and use of AWS Content and Services located at https://aws.amazon.com/legal/aws-ip-license-terms (and any successor or related locations), as may be updated from time to time.

"**Losses**" means any damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees).

"**Notice**" means any notice provided in accordance with Section 12.10.

"**Policies**" means the Acceptable Use Policy, Privacy Notice, and the Service Terms.

"**Privacy Notice**" means the privacy notice located at http://aws.amazon.com/privacy (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Service**" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site (or by such other means made available by AWS), including those web services described in the Service Terms. Services do not include Third-Party Content.

"**Service Attributes**" means Service usage data related to an AWS Enterprise Account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics.

"**Service Level Agreement**" means all service level agreements that AWS offers with respect to the Services and post on the AWS Site, as they may be updated by AWS from time to time. The service level agreements that AWS offers with respect to the Services are located at https://aws.amazon.com/legal/service-level-agreements (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Service Offerings**" means the Services, the AWS Content, the AWS Marks, and any other product or service provided by AWS under the Contract. Service Offerings do not include Third-Party Content.

"**Service Terms**" means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Suggestions**" means all suggested improvements to the Service Offerings that Customer provides to AWS.

"**Third-Party Content**" means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of

the AWS Site, or any other part of the AWS Site that allows third parties to make available software, products, or data.

Appendix A

AWS Account ID(s):

The list above includes any Management Account or Member Accounts joined to such accounts via AWS Organizations, as described in the Service Terms.

Customer may add AWS accounts to the list above or remove AWS accounts from the list above by providing notice to AWS via email to aws-oklahoma-contract@amazon.com, that includes (1) Customer's full name, (2) the Enterprise Agreement number (which begins with "CC" and is found on the upper right corner of each page of this Agreement), and (3) the AWS Account ID of each added or removed AWS account. Upon Notice, AWS may replace the notification process or make available another means of adding and removing AWS accounts to the list above.

Appendix B
AWS Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the applicable AWS Enterprise Agreement.

1.   Information Security Program. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) satisfy the Security Objectives, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network, and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

1.1   Network Security. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

1.2   Physical Security

1.2.1   Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "**Facilities**"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor or contractor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

1.2.2   Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

1.2.3   Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

2. **Continued Evaluation**. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556

The FERPA requirements are hereby amended as set forth below and supersedes all prior
versions of this document

FERPA REQUIREMENTS

Data Privacy of Education Records. The parties acknowledge that the Family Educational
Right and Privacy Act applies to education records included in Customer Data ("**FERPA Data**").
With respect to FERPA Data, Supplier, on behalf of itself and its employees, agrees to (a) be
considered a "school official" with "legitimate educational interests" as those terms are used in
34 C.F.R. 99.31(a)(1), and (b) comply with the applicable requirements imposed by 34 C.F.R.
99.33(a) on school officials in effect as of the Effective Date and (c) and comply with the
Oklahoma Student Data Accessibility, Transparency, and Accountability Act of 2013 (70 O.S. §
3-168) to the extent it is consistent with the Supplier's obligations under the Contract.

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Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556

The IRS Publication 1075 Customer Appendix is hereby amended as set forth below and supersedes all prior documents submitted by **Amazon Web Services, Inc.** or discussed by the parties.

IRS Publication 1075 Customer Appendix

This IRS 1075 Appendix (this "**Appendix**") is entered into by Amazon Web Services Inc. ("**AWS**") and **Customer**. This Appendix supplements the AWS Enterprise Agreement under the Contract No. 1041 between Customer and AWS (the "**Contract**"). Unless otherwise defined in this Appendix, all capitalized terms in this Appendix have the meanings set forth in the Contract. The parties agree as follows.

1.   **General**

        1.1   Customer agrees that this Appendix only applies to Customer Data subject to IRS Publication 1075 and Services listed as those that can be configured to meet IRS Publication 1075 requirements at https://aws.amazon.com/compliance/irs-1075/, or its successor site.

        1.2   AWS and Customer agrees that IRS Publication 1075 and Exhibit 7 - Safeguarding Contract Language will be satisfied as set forth in this Appendix.

2.   **Customer Responsibilities**

        2.1   Customer is solely responsible for ensuring that IRS Publication 1075 requirements are fulfilled prior to introducing Customer Data that includes Federal Tax Information ("FTI"), as defined under IRS Publication 1075, into the Service or Service Offerings. Customer agrees to configure the Services in such a manner that it prevents AWS from having logical access to Customer's FTI.

        2.2   Customers have a variety of options to choose from when configuring their accounts for all sensitive or otherwise valuable Customer Data including FTI. AWS recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings as Customer determines is appropriate, in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer.

        2.3   Customer understands that AWS Services operate under a shared security model where security and compliance is a shared responsibility between AWS and the customer. Customers are responsible for security in the cloud and must configure the Services as part of its security responsibilities. Customer agrees that its compliance with IRS Publication 1075 is dependent upon on Customer's configuration of the Services and adoption and implementation of policies and practices. Documentation for the Services includes information that may help the Customer comply with IRS Publication 1075 requirements.

3.   **Customer Inspection Rights**

        3.1   Provided that the Customer and AWS have a NDA in place, Customer will be provided (i) through AWS Artifact, access to information generated by AWS's regular monitoring of security, privacy,

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and operational controls in place to afford you an ongoing view into the effectiveness of such controls; and (ii) upon request, be afforded the opportunity to communicate with AWS's subject matter experts for clarification of the reports identified above.

3.2 Notwithstanding anything to the contrary in Attachment A, Customer will use the information from Section 3.1 herein to satisfy any inspection requirements under IRS Publication 1075. Customer agrees that the audit rights described in this section are the sole rights to be provided in full satisfaction of any audit that may otherwise be requested by the IRS or Customer. Notwithstanding anything to the contrary in Attachment A, AWS will not grant any inspection rights to Customer or access to data centers or other facilities that may cause AWS to be non-compliant with its contractual obligations under FedRAMP, ISO 27001/27018, other US Government security related operations, or its security policies.

3.3 Information provided by AWS is confidential and subject to the NDA. Upon request and pursuant to appropriate confidentiality protections, Customer shall be permitted to provide information described in Section 3.1 to the IRS to satisfy the IRS inspection requirements under IRS Publication 1075.

Attachment A

(IRS Publication 1075, Exhibit 7)

I.   PERFORMANCE

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

(1) All work will be performed under the supervision of the contractor.

(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically,

5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556

Minimum Architecture Requirements

Held as Confidential

DocuSign Envelope ID: 3CDF7555-B369-47DD-9009-EEEEE0F3CCE2

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556
The Pricing is hereby amended as set forth below and supersedes all prior versions of this document

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Amazon Web Services, Inc. Response to OK OMES RFP Solicitation No. 0900000556 Section 9: Pricing

Table of Contents

Tab	Description
Exhibit 1 Price Template	Provided pricing template from the State of Oklahoma Office of Management and Enterprise Services (OK OMES). Contains Amazon Web Services (AWS) manufacturer's suggested retail price (MSRP) or standard commercial rate for AWS Cloud Services, AWS Marketplace, and AWS Professional Services.
AWS Pricing Index	AWS provides commercial off-the-shelf (COTS) cloud services, and we provide our pricing in our MSRP format in the tab AWS Pricing Index for AWS Support and AWS Training services.
Complementary Services	Free service list which details Complementary Management, Monitoring and Support Services as described in **Section 10.6**, as well as Cost Savings and Optimizations as detailed in **Section 8.4.7**.

Please Note:

1. As discussed in Section 8.4.7 Cost Savings and Optimizations, AWS has multiple mechanisms and frameworks that enable customers to take advantage of pricing incentives and volumes discounts.
2. Since AWS provides commercial off-the-shelf (COTS) cloud services, we provide our pricing in our MSRP format. While AWS does not provide a per line item discount, we will not charge the contract management fee. Therefore, OK OMES customers will receive an effective discount of 1.00% for the offerings set forth in our bid response.
3. AWS retains the right to change its prices.

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Amazon Web Services, Inc. Response to OK OMES RFP Solicitation No. 0900000556
Section 9: Pricing

Exhibit 1 Price Template

SW1041 Software

Software Publishers		
Description	Maximum Cost + % Markup	% off List Price
Cloud Services - Amazon Web Services (AWS) provides commercial off-the-shelf (COTS) cloud services provided at our commercial manufacturer's suggested retail price (MSRP). AWS offers over 200 fully featured global services related to compute, storage, databases, analytics, networking, machine learning, mobile, developer tools, management and governance, IoT, security, enterprise applications, and more.	MSRP, Please refer to aws.amazon.com/pricing/ for current AWS Service prices. Configure unique cost estimates using the AWS Pricing Calculator at https://calculator.aws/#/?ch=cta&cta=lower-pricing-calc	0.00%
AWS Marketplace - AWS Marketplace is a curated digital catalog with thousands of software listings from independent software vendors (ISV) making it easy to find, test, buy, and deploy software, professional services, and data listings. AWS Marketplace is a sell through channel for ISVs as well as an AWS Service. Buyers establish pricing and license terms directly with ISVs, and these transactions are made through the buyer's AWS bill. ISVs define pricing and licensing terms. As illustrated in Section 10.2.1 Value Added Products and Services, Streamlined and Flexible Procurement, customers can negotiate additional savings directly with ISVs though the use of Private Offers.	MSRP, Please refer to https://aws.amazon.com/marketplace for current AWS Marketplace prices	0.00%

Other Value Add Products and Services		
Description	Maximum Cost + % Markup	% off List Price
AWS Basic Support	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Developer Support	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Business Support	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Enterprise On-Ramp	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Enterprise Support	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
Instructor Led Training Per Day (Maximum of 25 Students Per Day)	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Skill Builder Team Subscription Cost Per Person Per Year	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Foundational Certification	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Associate Certification	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Professional Certification	Please refer to AWS Pricing Index Tab inserted into this file	0.00%
AWS Specialty Certification	Please refer to AWS Pricing Index Tab inserted into this file	0.00%

Professional Services		
Description	List Price	Discounted Hourly Rates
AWS Professional Services provides consulting and advisory services to help accelerate our customers' enterprise cloud adoption by delivering business and technology outcomes. We deliver focused guidance through our global specialty practices, which cover a variety of solutions, technologies, and industries/verticals (i.e., Application Migration, Modernization & Management, Data & Analytics, Emerging Technologies & Intelligence, Security & Infrastructure, etc.). We also provide assistance through a portfolio of pre-packaged offerings which help you achieve specific outcomes. AWS offers AWS Professional Services on a firm fixed price (FFP) 40 hour (per unit) basis, based on our standard commercial rate. For clarification purposes, a single AWS Professional Service unit is not less than 40-hours. Any "unit" of services provided by AWS Professional Services can involve support from a variety of AWS Professional Services resources with background/skills relevant to a customer's specific goals. Rather than providing a single labor category in any "unit" of AWS Professional Services, we offer a blend of categories based on the scope of required services.	[TBD upon scope of AWS Professional Services]	N/A

AWS Professional Services is delivered and invoiced on a per FFP unit basis and prices may increase over time. An FFP "Unit" comprises approximately 40 labor hours. Customers will only be billed for actual Units worked and only after the Unit is fully expended. Customers can pause or stop the engagement at any time for any reason and will not be billed on any unused AWS Professional Services Units.

Please Note:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this document

" Use or disclosure of data contained on this sheet   the restriction on the title page of this document."

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Amazon Web Services, Inc. Response to OK OMES RFP Solicitation No. 0900000556
Section 9: Pricing

AWS Pricing Index

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this document.

Service*	Current List Price
AWS Basic Support	Included with all AWS Services
AWS Developer Support	For current prices, please refer to the AWS website at www.aws.amazon.com or contact your AWS Sales Representative.
AWS Business Support	
AWS Enterprise On-Ramp	
AWS Enterprise Support	

*Purchase of AWS Support is not required for the purchase of AWS Services.

Service	Service Description (provide detailed service features)	Current List Price	Unit of Measure
AWS Training	Instructor Led Training Per Day (Maximum of 25 Students Per Day)	For current services and prices for AWS Services, please refer to the AWS website at www.aws.amazon.com or contact your AWS Sales Representative.	Per Day
AWS Training	AWS Skill Builder Team Subscription Cost Per Person Per Year		Per Person
AWS Certification	AWS Foundational Certification		Per Person
AWS Certification	AWS Associate Certification		Per Person
AWS Certification	AWS Professional Certification		Per Person
AWS Certification	AWS Specialty Certification		Per Person
AWS Training	AWS Training - On-Site AWS Instructor Lead Private Training Pricing - Instructor Travel Fee - 1 Day		Per Instructor
AWS Training	AWS Training - On-Site AWS Instructor Lead Private Training Pricing - Instructor Travel Fee - 2 Days		Per Instructor
AWS Training	AWS Training - On-Site AWS Instructor Lead Private Training Pricing - Instructor Travel Fee - 3 Days		Per Instructor
AWS Training	AWS Training - On-Site AWS Instructor Lead Private Training Pricing - Instructor Travel Fee - 4 Days		Per Instructor
AWS Training	AWS Training - On-Site AWS Instructor Lead Private Training Pricing - Instructor Travel Fee - 5 Days		Per Instructor

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Amazon Web Services, Inc. Response to OK OMES RFP Solicitation No. 0900000556
Section 9: Pricing

Complementary AWS Services

Note: AWS offers a suite of supporting tools and features provided at no additional cost to facilitate optimized and secure cloud operations and achieve cost efficiencies. This list is subject to change. For additional information, please refer to the AWS website at www.aws.amazon.com or contact your AWS Sales Representative:

Service	Description of Service	Value to OK OMES Mission
Amazon EC2 Auto Scaling	Automatically adds or removes Amazon EC2 instances according to user-defined conditions	• Improve fault tolerance • Increase application availability • Lower costs
AWS Auto Scaling	Monitors applications and automatically adjusts capacity to maintain steady, predictable performance at the lowest possible cost	• Set up scaling quickly • Make smart scaling decisions • Automatically maintain performance • Pay only for what is needed
AWS CloudFormation	Accelerates cloud provisioning with infrastructure as code	• Automate best practices • Scale infrastructure • Integrate with other AWS Cloud services • Manage third-party and private resources • Use for free for specified namespaces here
AWS Command Line Interface (AWS CLI)	Manages AWS Cloud services through a unified tool	• Manage resources from the command line • Produce repeatable scripts and documentation
AWS Elastic Beanstalk	Deploys and scales web applications and services developed with Java, .NET, PHP, Node.js, Python, Ruby, Go, and Docker on familiar servers such as Apache, Nginx, Passenger, and IIS	• Automatically handle the deployment details of capacity provisioning, load balancing, automatic scaling, and application health monitoring • Save valuable developer time • Handle peaks in workload or traffic while minimizing cost and maintaining resource control
IAM	Securely manages access to AWS Cloud services and resources	• Maintain fine-grained access control to AWS resources • Implement multi-factor authentication for highly privileged users • Analyze access • Integrate with existing directories
AWS License Manager	Sets rules to manage, discover, and report software license usage	• Gain control over license usage • Get a centralized view of license usage so that administrators can determine the right number of licenses • Give administrators the ability to set limits for license usage
AWS Management Console	Allows access and management of the AWS Cloud in one web interface	• Securely log in using AWS or IAM account credentials • Offer browser and mobile application • Provide easy search and navigation • Gain access to tutorials, documentation, on-demand webinars, and more
AWS Marketplace	Offers thousands of software listings in a digital catalog from independent software vendors that make it easy to find, test, purchase, and deploy software that runs on AWS	• Provide flexibility and additional opportunities to purchase software to enable innovation
AWS Organizations	Centrally manages and governs environments as AWS resources scale	• Manage costs and optimize usage • Quickly scale workloads • Provide custom environments for different workloads • Centrally secure and audit environments across accounts • Gain simple permission management and access control • Efficiently provision resources across accounts
AWS Private Marketplace	Creates a customized, private catalog of pre-approved products from AWS Marketplace	• Govern which products users can run on AWS by making it possible to see only products that comply with [Customer] policies
AWS STS	Requests temporary, limited-privilege credentials for AWS IAM users or for users that [Customer] authenticates (federated users)	• Provide additional flexibility in user management
AWS Pricing Calculator	Estimates monthly AWS bill more efficiently through a web tool	• Gain additional options for cost management
AWS Cost Explorer Application Programming Interface	Programmatically queries cost and usage data	• Use a simple tool for cost management and optimization
AWS Price List API	Queries for the prices of AWS Cloud services using either JSON (with the Price List Service API) or HTML (with the AWS Price List API)	• Easily obtain prices of AWS Cloud services
AWS Resource Access Manager (RAM)	Securely shares AWS resources with any AWS account or within your AWS Organization including AWS Transit Gateways, subnets, AWS License Manager configurations, and Amazon Route 53 Resolver rules resources	• Allow for reduction of operational overhead, improved security and visibility, and cost optimization
AWS Cloud Economics Support	Provides complementary support for customers with greater than $1M in annual spend; an expert will assist with assessing cost optimization opportunities, performing value realization studies, and recommending financial management activities	• Discuss current and future cloud optimization based on specific customer needs and plans with a cloud economics expert
AWS Cloud9	Lets you write, run, debug your code with just a browser through a cloud-based integrated development environment (IDE)	• Enable real time collaborative coding to launch projects quickly
AWS Software Development Kits (SDKs)	Uses SDKs to take the complexity out of coding by providing language-specific APIs for AWS services	• Expedite application development
AWS Cloud Development Kit (CDK)	Defines your cloud application resources using familiar programming languages with an open source software development framework	• Provide high-level constructs that preconfigure cloud resources with proven defaults, so customers can build cloud applications without needing to be an expert
AWS Deep Learning Amazon Machine Image (AMI)	Provides infrastructure and tools to accelerate deep learning in the cloud at any	• Quickly define models and train them at scale
AWS Shield Standard	Provides a managed distributed denial of service (DDoS) protection service	• Defend against most common, frequently occurring network and transport layer DDoS attacks that target your web site or applications, minimizing down time and latency
AWS Personal Health Dashboard	Provides a personalized view into the performance and availability of the AWS Cloud services underlying your AWS resources	• Receive alerts and remediation guidance to minimize the impact of service events
AWS Service Health Dashboard	Shows up-to-the-minute information on availability of all AWS Cloud services	• Receive real time notifications of any service interruption to expedite mitigation activities

Additional Opportunities for Cost Savings with AWS

Opportunity for Saving	Description
Reserved Instances	Reserved Instances (RI) provide customers with significant savings (up to 75%) compared to On-Demand EC2 Instance pricing. Customers have the option to commit to a one or three-year term with three payment options—No Upfront, Partial Upfront, and All Upfront—enabling them to balance the amount they pay upfront with their effective hourly price.
Savings Plan	Savings Plans offer a flexible pricing model that provide savings on AWS usage beyond On-Demand rates in exchange for a commitment of using a specified amount of compute power (measured per hour) for a one or three year period. You can save up to 72 percent on your AWS compute workloads. Compute Savings Plans provide lower prices on Amazon EC2 instance usage regardless of instance family, size, OS, tenancy, or AWS Region. This also applies to AWS Fargate and AWS Lambda usage. SageMaker Savings Plans provide you with lower prices for your Amazon SageMaker instance usage, regardless of your instance family, size, component, or AWS Region. EC2 Instance Savings Plans provide the same level of discount as an RI (up to 75%) but allow for greater flexibility. You can manage your plans by using recommendations, performance reporting, and budget alerts in the AWS Cost Explorer.

| Storage Tier Discounts | AWS provides three tiers of pricing for Amazon Simple Storage Service (Amazon S3) based on the total amount of data stored. The more data stored, the lower the rate. If data access patterns fluctuate over time, then customers can leverage Amazon S3 Intelligent-Tiering to systematically move data between frequent access and infrequent access storage tiers to deliver automatic cost optimization. |

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this document

" Use or disclosure of data contained on this sheet   he restriction on the title page of this document."

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aws professional services

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556

The AWS Profesisonal Services- Statement of Work template is hereby amended as set forth below and supersedes all prior versions of this document. The parties agree to use this document or a similar version of this document.

AWS Professional Services – Statement of Work

"Customer"	
"AWS"	
Project Name	
"Project Location"	
Customer's Engagement Contact Name and Email Address	
Customer's Accounts Payable / Bill To / Name and Email Address	
Customer's Bill-To Mailing Address	
Customer's Bill-To Phone Number	
Customer's AWS Billing Account ID	
Currency	

This Statement of Work for AWS Professional Services (this "**SOW**") is entered into between AWS and Customer. This SOW is made a part of the Enterprise Agreement, by and between Customer and Amazon Web Services Inc. (the "**Agreement**"). This SOW is effective as of the date the last party signs this SOW (the "**SOW Effective Date**"). Capitalized terms not defined in this SOW may be defined in the Contract.

SOW ID#: _____

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Scope of the AWS Professional Services

{To be Determined}

Customer Responsibilities

{Customer responsibilities to be determind upon the scope of AWS Professional Servcies}

Schedule of Rates

{Schedule of Rates to be determined upon the scope of AWS Professional Services}

Engagement Related Expenses

{Engagement Related Expenses to be determined upon the scope of AWS Professional Services}

Additional Terms

{Additional Terms to be determined upon the scope of AWS Professional Services}

Acceptance and authorization

IN WITNESS WHEREOF, the parties below have executed this SOW as of the SOW Effective Date.

AWS: **CUSTOMER:**

Amazon Web Services, Inc.

DRAFT – NOT FOR SIGNATURE   DRAFT – NOT FOR SIGNATURE
_____   _____
Signature   Signature

_____   _____
Full name   Full name

_____   _____
Title   Title

_____   _____
Date   Date

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556

The DPA is hereby amended as set forth below and supersedes all prior versions of this document

DATA PROCESSING APPENDIX TO THE AWS ENTERPRISE AGREEMENT

This Data Processing Appendix supplements the AWS Enterprise Agreement under the Contract (the "**Agreement**") and shall not diminish each party's rights and responsibilities under the Contract. Unless otherwise defined in this Appendix or in the Agreement, all capitalized terms used in this Appendix will have the meanings given to them in Section 17 of this Appendix.

1. **Data Processing.**

    1.1 **Scope and Roles.** This Appendix applies when Customer Personal Data is processed by AWS. In this context, AWS will act as processor to Customer, who can act either as controller or processor of Customer Personal Data.

    1.2 **Customer Controls.** Customer can use the Service Controls to assist it with its obligations under Applicable Data Protection Law, including its obligations to respond to requests from data subjects. Taking into account the nature of the processing, Customer agrees that it is unlikely that AWS would become aware that Customer Personal Data transferred under the Standard Contractual Clauses is inaccurate or outdated. Nonetheless, if AWS becomes aware that Customer Personal Data transferred under the Standard Contractual Clauses is inaccurate or outdated, it will inform Customer without undue delay. AWS will cooperate with Customer to erase or rectify inaccurate or outdated Customer Personal Data transferred under the Standard Contractual Clauses by providing the Service Controls that Customer can use to erase or rectify Customer Personal Data.

    1.3 **Details of Data Processing.**

        1.3.1 **Subject matter.** The subject matter of the data processing under this Appendix is Customer Personal Data.

        1.3.2 **Duration.** As between AWS and Customer, the duration of the data processing under this Appendix is determined by Customer.

        1.3.3 **Purpose.** The purpose of the data processing under this Appendix is the provision of the Services initiated by Customer from time to time.

        1.3.4 **Nature of the processing.** Compute, storage and such other Services as described in the Documentation and initiated by Customer from time to time.

        1.3.5 **Type of Customer Personal Data.** Customer Personal Data uploaded to the Services under Customer's AWS accounts.

1.3.6 **Categories of data subjects.** The data subjects could include Customer's customers, employees, suppliers and End Users.

1.4 **Compliance with Laws**. Each party will comply with all laws, rules and regulations applicable to it and binding on it in the performance of this Appendix, including Applicable Data Protection Law.

2. **Customer Instructions.** The parties agree that this Appendix and the Agreement (including Customer providing instructions via configuration tools such as the AWS management console and APIs made available by AWS for the Services) constitute Customer's documented instructions regarding AWS's processing of Customer Personal Data ("**Documented Instructions**"). AWS will process Customer Personal Data only in accordance with Documented Instructions (which if Customer is acting as a processor, could be based on the instructions of its controllers). Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between AWS and Customer, including agreement on any additional fees payable by Customer to AWS for carrying out such instructions. Customer is entitled to terminate this Appendix and the Agreement if AWS declines to follow instructions requested by Customer that are outside the scope of, or changed from, those given or agreed to be given in this Appendix. Taking into account the nature of the processing, Customer agrees that it is unlikely AWS can form an opinion on whether Documented Instructions infringe Applicable Data Protection Law. If AWS forms such an opinion, it will immediately inform Customer, in which case, Customer is entitled to withdraw or modify its Documented Instructions.

3. **Confidentiality of Customer Personal Data.** AWS will not access or use, or disclose to any third party, any Customer Personal Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order). If a governmental body sends AWS a demand for Customer Personal Data, AWS will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, AWS may provide Customer's basic contact information to the governmental body. If compelled to disclose Customer Personal Data to a governmental body, then AWS will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless AWS is legally prohibited from doing so.

4. **Confidentiality Obligations of AWS Personnel.** AWS restricts its personnel from processing Customer Personal Data without authorization by AWS as described in the Security Standards. AWS imposes appropriate contractual obligations upon its personnel, including relevant obligations regarding confidentiality, data protection and data security.

5. **Security of Data Processing**

5.1 AWS has implemented and will maintain the technical and organizational measures for the AWS Network as described in the Security Standards and this Section. In particular, AWS has implemented and will maintain the following technical and organizational measures:

(a) security of the AWS Network as set out in Section 1.1 of the Security Standards;

(b) physical security of the facilities as set out in Section 1.2 of the Security Standards;

(c)   measures to control access rights for authorized personnel to the AWS Network as set out in Section 1.3 of the Security Standards; and

(d)   processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by AWS as described in Section 2 of the Security Standards.

5.2   Customer can elect to implement technical and organizational measures to protect Customer Personal Data. Such technical and organizational measures include the following which can be obtained by Customer from AWS as described in the Documentation, or directly from a third party supplier:

(a)   pseudonymization and encryption to ensure an appropriate level of security;

(b)   measures to ensure the ongoing confidentiality, integrity, availability and resilience of the processing systems and services that are operated by Customer;

(c)   measures to allow Customer to backup and archive appropriately in order to restore availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and

(d)   processes for regularly testing, assessing and evaluating the effectiveness of the technical and organizational measures implemented by Customer.

6.   Sub-processing.

6.1   **Authorized Sub-processors.** Customer provides general authorization to AWS's use of sub-processors to provide processing activities on Customer Personal Data on behalf of Customer ("**Sub-processors**") in accordance with this Section. The AWS website (currently posted at https://aws.amazon.com/compliance/sub-processors/) lists Sub-processors that are currently engaged by AWS. At least 30 days before AWS engages a Sub-processor, AWS will update the applicable website and provide Customer with a mechanism to obtain notice of that update. To object to a Sub-processor, Customer can: (i) terminate the Agreement pursuant to its terms; (ii) cease using the Service for which AWS has engaged the Sub-processor; or (iii) move the relevant Customer Personal Data to another Region where AWS has not engaged the Sub-processor.

6.2   **Sub-processor Obligations.** Where AWS authorizes a Sub-processor as described in Section 6.1:

(i)   AWS will restrict the Sub-processor's access to Customer Personal Data only to what is necessary to provide or maintain the Services in accordance with the Documentation, and AWS will prohibit the Sub-processor from accessing Customer Personal Data for any other purpose;

(ii)   AWS will enter into a written agreement with the Sub-processor and, to the extent that the Sub-processor performs the same data processing services provided by AWS under this Appendix, AWS will impose on the Sub-processor the same contractual obligations that AWS has under this Appendix; and

(iii)   AWS will remain responsible for its compliance with the obligations of this Appendix and for any acts or omissions of the Sub-processor that cause AWS to breach any of AWS's obligations under this Appendix.

AWS Data Processing Appendix

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7. **AWS Assistance with Data Subject Requests.** Taking into account the nature of the processing, the Service Controls are the technical and organizational measures by which AWS will assist Customer in fulfilling Customer's obligations to respond to data subjects' requests under Applicable Data Protection Law. If a data subject makes a request to AWS, AWS will promptly forward such request to Customer once AWS has identified that the request is from a data subject for whom Customer is responsible. Customer authorizes on its behalf, and on behalf of its controllers when Customer is acting as a processor, AWS to respond to any data subject who makes a request to AWS, to confirm that AWS has forwarded the request to Customer. The parties agree that Customer's use of the Service Controls and AWS forwarding data subjects' requests to Customer in accordance with this Section, represent the scope and extent of Customer's required assistance.

8. **Optional Security Features**. AWS makes available many Service Controls that Customer can elect to use. Customer is responsible for (a) implementing the measures described in Section 5.2, as appropriate, (b) properly configuring the Services, (c) using the Service Controls to allow Customer to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident (for example backups and routine archiving of Customer Personal Data), and (d) taking such steps as Customer considers adequate to maintain appropriate security, protection, and deletion of Customer Personal Data, which includes use of encryption technology to protect Customer Personal Data from unauthorized access and measures to control access rights to Customer Personal Data.

9. **DPA Security Incident Notification.**

9.1 **DPA Security Incident.** AWS will (a) notify Customer of a DPA Security Incident without undue delay after becoming aware of the DPA Security Incident, and (b) take appropriate measures to address the DPA Security Incident, including measures to mitigate any adverse effects resulting from the DPA Security Incident.

9.2 **AWS Assistance.** To enable Customer to notify a DPA Security Incident to supervisory authorities or data subjects (as applicable), AWS will cooperate with and assist Customer by including in the notification under Section 9.1(a) such information about the DPA Security Incident as AWS is able to disclose to Customer, taking into account the nature of the processing, the information available to AWS, and any restrictions on disclosing the information, such as confidentiality. Taking into account the nature of the processing, Customer agrees that it is best able to determine the likely consequences of a DPA Security Incident.

9.3 **Unsuccessful** DPA **Security Incidents.** Customer agrees that:

(i)   an unsuccessful DPA Security Incident will not be subject to this Section 9. An unsuccessful DPA Security Incident is one that results in no unauthorized access to Customer Personal Data or to any of AWS's equipment or facilities storing Customer Personal Data, and could include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents; and

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(ii)   AWS's obligation to report or respond to a DPA Security Incident under this Section 9 is not and will not be construed as an acknowledgement by AWS of any fault or liability of AWS with respect to the DPA Security Incident.

9.4   **Communication.** Notification(s) of DPA Security Incidents, if any, will be delivered to one or more of Customer's administrators by any means AWS selects, including via email. It is Customer's sole responsibility to ensure Customer's administrators maintain accurate contact information on the AWS management console and secure transmission at all times.

9.5   **Notification Obligations.** If AWS notifies Customer of a DPA Security Incident, or Customer otherwise becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data, Customer will be responsible for (a) determining if there is any resulting notification or other obligation under Applicable Data Protection Law and (b) taking necessary action to comply with those obligations. This does not limit AWS's obligations under this Section 9.

10.   AWS Certifications and Audits.

10.1   **AWS ISO-Certification and SOC Reports.** In addition to the information contained in this Appendix, upon Customer's request, and provided that the parties have an applicable NDA in place, AWS will make available the following documents and information:

(i)   the certificates issued for the ISO 27001 certification, the ISO 27017 certification, the ISO 27018 certification, and the ISO 27701 certification (or the certifications or other documentation evidencing compliance with such alternative standards as are substantially equivalent to ISO 27001, ISO 27017, ISO 27018, and ISO 27701); and

(ii)   the System and Organization Controls (SOC) 1 Report, the System and Organization Controls (SOC) 2 Report and the System and Organization Controls (SOC) 3 Report (or the reports or other documentation describing the controls implemented by AWS that replace or are substantially equivalent to the SOC 1, SOC 2 and SOC 3).

10.2   **AWS Audits.** AWS uses external auditors to verify the adequacy of its security measures, including the security of the physical data centers from which AWS provides the Services. This audit: (a) will be performed at least annually; (b) will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001; (c) will be performed by independent third party security professionals at AWS's selection and expense; and (d) will result in the generation of an audit report ("**Report**"), which will be AWS's Confidential Information.

10.3   **Audit Reports.** At Customer's written request, and provided that the parties have an applicable NDA in place, AWS will provide Customer with a copy of the Report so that Customer can reasonably verify AWS's compliance with its obligations under this Appendix.

10.4   **Privacy Impact Assessment and Prior Consultation.** Taking into account the nature of the processing and the information available to AWS, AWS will assist Customer in complying with Customer's obligations in respect of data protection impact assessments and prior consultation, by providing the information AWS makes available under this Section 10.

AWS Data Processing Appendix

11. **Customer Audits.** Customer chooses to conduct any audit, including any inspection, it has the right to request or mandate on its own behalf, and on behalf of its controllers when Customer is acting as a processor, under Applicable Data Protection Law or the Standard Contractual Clauses, by instructing AWS to carry out the audit described in Section 10. If Customer wishes to change this instruction regarding the audit, then Customer has the right to request a change to this instruction by sending AWS written notice as provided for in the Agreement. If AWS declines to follow any instruction requested by Customer regarding audits, including inspections, Customer is entitled to terminate the Agreement in accordance with its terms.

12. **Transfers of Personal Data.**

    12.1 **Regions.** Customer can specify the location(s) where Customer Personal Data will be processed within the AWS Network (each a "**Region**"), including Regions in the EEA. Once Customer has made its choice, AWS will not transfer Customer Personal Data from Customer's selected Region(s) except as necessary to provide the Services initiated by Customer, or as necessary to comply with the law or valid and binding order of a governmental body.

    12.2 **Application of Standard Contractual Clauses.** Subject to Section 12.3, the Standard Contractual Clauses will only apply to Customer Personal Data subject to the GDPR that is transferred, either directly or via onward transfer, to any Third Country (each a "**Data Transfer**").

    12.2.1 When Customer is acting as a controller, the Controller-to-Processor Clauses will apply to a Data Transfer.

    12.2.2 When Customer is acting as a processor, the Processor-to-Processor Clauses will apply to a Data Transfer. Taking into account the nature of the processing, Customer agrees that it is unlikely that AWS will know the identity of Customer's controllers because AWS has no direct relationship with Customer's controllers and therefore, Customer will fulfil AWS's obligations to Customer's controllers under the Processor-to-Processor Clauses.

    12.3 **Alternative Transfer Mechanism.** The Standard Contractual Clauses will not apply to a Data Transfer if AWS has adopted Binding Corporate Rules for Processors or an alternative recognized compliance standard for lawful Data Transfers.

13. **Termination of the Appendix.** This Appendix will continue in force until the termination of the Agreement (the "**Termination Date**").

14. **Return or Deletion of Customer Personal Data**. At any time up to the Termination Date, and for 90 days following the Termination Date, subject to the terms and conditions of the Agreement, AWS will return or delete Customer Personal Data when Customer uses the Service Controls to request such return or deletion. No later than the end of this 90-day period, Customer will close all AWS accounts containing Customer Personal Data.

15. **Duties to Inform.** Where Customer Personal Data becomes subject to confiscation during bankruptcy or insolvency proceedings, or similar measures by third parties while being processed by AWS, AWS will inform Customer without undue delay. AWS will, without undue delay, notify all relevant parties in such action (for example creditors, bankruptcy trustee) that any Customer Personal Data subjected to those proceedings is Customer's property and area of responsibility and that Customer Personal Data is at Customer's sole disposition.

16. **Entire Agreement; Conflict**.   This Appendix incorporates the Standard Contractual Clauses by reference. This Appendix supersedes and replaces all prior or contemporaneous representations, understandings, agreements, or communications between Customer and AWS, whether written or oral, regarding the subject matter of this Appendix, including any data processing addenda entered into between Amazon Web Services, Inc. and Customer containing terms and conditions about Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Nothing in this document varies or modifies the Standard Contractual Clauses.

17. **Definitions.**   Unless otherwise defined in the Agreement, all capitalized terms used in this Appendix will have the meanings given to them below:

"**API**" means an application program interface.

"**Applicable Data Protection Law**" means all laws and regulations applicable to and binding on the processing of Customer Personal Data by a party, including, as applicable, the GDPR.

"**AWS Network**" means the servers, networking equipment, and host software systems (for example, virtual firewalls) that are within AWS's control and are used to provide the Services.

"**Binding Corporate Rules**" has the meaning given to it in the GDPR.

"**controller**" has the meaning given to it in the GDPR.

"**Controller-to-Processor Clauses**" means the standard contractual clauses between controllers and processors for Data Transfers, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and currently located at https://d1.awsstatic.com/Controller_to_Processor_SCCs.pdf.

"**Customer Personal Data**" means the Personal Data that is uploaded to the Services under Customer's AWS accounts.

"**Documentation**" means the then-current documentation for the Services located at http://aws.amazon/documentation (and any successor locations designated by AWS).

"**EEA**" means the European Economic Area.

"**GDPR**" means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"**NDA**" means the most recent Mutual Nondisclosure Agreement between the parties or their respective Affiliates applicable to the relationship contemplated by this Agreement, if any.

"**Personal Data**" means personal data, personal information, personally identifiable information or other equivalent term (each as defined in Applicable Data Protection Law).

"**processing**" has the meaning given to it in the GDPR and "process", "processes" and "processed" will be interpreted accordingly.

"**processor**" has the meaning given to it in the GDPR.

"Processor-to-Processor Clauses" means the standard contractual clauses between processors for Data Transfers, as approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and currently located at https://d1.awsstatic.com/Processor_to_Processor_SCCs.pdf.

"**Region**" has the meaning given to it in Section 12.1 of this Appendix.

"DPA **Security Incident**" means a breach of AWS's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.

"**Security Standards**" means the security standards attached to this Appendix as Annex 1.

"Service Controls" means the controls, including security features and functionalities, that the Services provide, as described in the Documentation.

"Standard Contractual Clauses" means (i) the Controller-to-Processor Clauses, or (ii) the Processor-to-Processor Clauses, as applicable in accordance with Sections 12.2.1 and 12.2.2.

"Third Country" means a country outside the EEA not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR).

Annex 1

Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the Agreement.

1. **Information Security Program.** AWS will maintain an information security program designed to (a) enable Customer to secure Customer Personal Data against accidental or unlawful loss, access, or disclosure, (b) identify reasonably foreseeable risks to the security and availability of the AWS Network, and (c) minimize physical and logical security risks to the AWS Network, including through regular risk assessment and testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. AWS's information security program will include the following measures:

1.1 **Logical Security.**

1.1.1 **Access Controls.** AWS will make the AWS Network accessible only to authorized personnel, and only as necessary to maintain and provide the Services. AWS will maintain access controls and policies to manage authorizations for access to the AWS Network from each network connection and user, including through the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain access controls designed to (i) restrict unauthorized access to data, and (ii) segregate each customer's data from other customers' data.

1.1.2 **Restricted User Access.** AWS will (i) provision and restrict user access to the AWS Network in accordance with least privilege principles based on personnel job functions, (ii) require review and approval prior to provisioning access to the AWS Network above least privileged principles, including administrator accounts, (iii) require at least quarterly review of AWS Network access privileges and, where necessary, revoke AWS Network access privileges in a timely manner, and (iv) require two-factor authentication for access to the AWS Network from remote locations.

1.1.3 **Vulnerability Assessments.** AWS will perform regular external vulnerability assessments and penetration testing of the AWS Network, and will investigate identified issues and track them to resolution in a timely manner.

1.1.4 **Application Security.** Before publicly launching new Services or significant new features of Services, AWS will perform application security reviews designed to identify, mitigate, and remediate security risks.

1.1.5 **Change Management.** AWS will maintain controls designed to log, authorize, test, approve, and document changes to existing AWS Network resources, and will document change details within its change management or deployment tools. AWS will test changes according to its change management standards prior to migration to production. AWS will maintain processes designed to detect unauthorized changes to the AWS Network and track identified issues to a resolution.

1.1.6 **Data Integrity.** AWS will maintain controls designed to provide data integrity during transmission, storage, and processing within the AWS Network. AWS will provide Customer the ability to delete Customer Personal Data from the AWS Network.

1.1.7 **Business Continuity and Disaster Recovery.** AWS will maintain a formal risk management program designed to support the continuity of its critical business functions ("**Business Continuity Program**"). The Business Continuity Program includes processes and procedures for identification of, response to, and recovery from, events that could prevent or materially impair AWS's provision of the Services (a "**BCP Event**"). The Business Continuity Program includes a three-phased approach that AWS will follow to manage BCP Events:

(i) **Activation and Notification Phase.** As AWS identifies issues likely to result in a BCP Event, AWS will escalate, validate and investigate those issues. During this phase, AWS will analyze the root cause of the BCP Event.

(ii)   Recovery Phase. AWS assigns responsibility to the appropriate teams to take steps to restore normal system functionality or stabilize the affected Services.

(iii)   Reconstitution Phase. AWS leadership reviews actions taken and confirms that the recovery effort is complete and the affected portions of the Services and AWS Network have been restored. Following such confirmation, AWS conducts a post-mortem analysis of the BCP Event.

1.1.8   Incident Management. AWS will maintain corrective action plans and incident response plans to respond to potential security threats to the AWS Network. AWS incident response plans will have defined processes to detect, mitigate, investigate, and report security incidents. The AWS incident response plans include incident verification, attack analysis, containment, data collection, and problem remediation. AWS will maintain an AWS Security Bulletin (as of the Effective Date, http://aws.amazon.com/security/security-bulletins/) which publishes and communicates security related information that may affect the Services and provides guidance to mitigate the risks identified.

1.1.9   Storage Media Decommissioning. AWS will maintain a media decommissioning process that is conducted prior to final disposal of storage media used to store Customer Personal Data. Prior to final disposal, storage media that was used to store Customer Personal Data will be degaussed, erased, purged, physically destroyed, or otherwise sanitized in accordance with industry standard practices designed to ensure that the Customer Personal Data cannot be retrieved from the applicable type of storage media.

1.2   Physical Security.

1.2.1   Access Controls. AWS will (i) implement and maintain physical safeguards designed to prevent unauthorized physical access, damage, or interference to the AWS Network, (ii) use appropriate control devices to restrict physical access to the AWS Network to only authorized personnel who have a legitimate business need for such access, (iii) monitor physical access to the AWS Network using intrusion detection systems designed to monitor, detect, and alert appropriate personnel of security incidents, (iv) log and regularly audit physical access to the AWS Network, and (v) perform periodic reviews to validate adherence with these standards.

1.2.2   Availability. AWS will (i) implement redundant systems for the AWS Network designed to minimize the effect of a malfunction on the AWS Network, (ii) design the AWS Network to anticipate and tolerate hardware failures, and (iii) implement automated processes designed to move customer data traffic away from the affected area in the case of hardware failure.

1.3   AWS Employees.

1.3.1   Employee Security Training. AWS will implement and maintain employee security training programs regarding AWS information security requirements. The security awareness training programs will be reviewed and updated at least annually.

1.3.2   Background Checks. Where permitted by law, and to the extent available from applicable governmental authorities, AWS will require that each employee undergo a background investigation that is reasonable and appropriate for that employee's position and level of access to the AWS Network.

2.   Continued Evaluation. AWS will conduct periodic reviews of the information security program for the AWS Network. AWS will update or alter its information security program as necessary to respond to new security risks and to take advantage of new technologies.

Attachment E-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.
RESULTING FROM SOLICITATION NO. 0900000556

AWS BUSINESS ASSOCIATE APPENDIX

Held as Confidential

Attachment F to

STATE OF OKLAHOMA CONTRACT WITH Amazon Web Services, Inc.
RESULTING FROM SOLICITATION NO. #0900000556
Negotiated Exceptions to the Solicitation

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Information Technology Terms (Attachment D), Definitions (Section 1.2, pg. 1)	Section 1.2 shall be modified as follows: Customer Data means software (including machine images), data, text, audio, video, or images that Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. Customer Data does not include Account Information.
Information Technology Terms, Definitions (Section 1.3, pg. 1)	Section 1.3 shall be modified as follows: Data Breach means a breach of the security measures described in the AWS Security Standards that resulted in either (a) any unlawful access to any Customer Data stored on AWS's equipment or in AWS facilities, or (b) any unauthorized access to such equipment or facilities, where in each case such access results in the loss, disclosure or alteration of Customer Data
Information Technology Terms, Definitions (Section 1.4, pg. 1)	Section 1.4 shall be modified as follows: Host includes the terms Hosted or Hosting and means the processing or storing of Customer Data.
Information Technology Terms, Definitions (Section 1.7, pg.1)	Section 1.7 is deleted in its entirety.
Information Technology Terms, Definitions (Section 1.8, pg. 2)	Section 1.8 is deleted in its entirety.

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Information Technology Terms, Definitions (Section 1.9, pg. 2)	Section 1.9 shall be modified as follows: Security Incident means the unauthorized access to Customer Data by a third party caused by a material breach by AWS of its obligations under the AWS Security Standards (Enterprise Agreement, Attachment B), provided that Customer has complied with the Minimum Architecture Requirements of the AWS Enterprise Agreement. For clarity, a Security Incident defined by Section 1.9 is not the same as a Security Incident defined by the Health Insurance Portability and Accountability Act or as used in any Business Associate Addendum.
Information Technology Terms, Termination of Maintenance and Support Services (Section 2, pg. 3)	Section 2 is deleted in its entirety.
Information Technology Terms, Compliance and Electronic and Information Technology Accessibility (Section 3, pg. 3)	Section 3 shall be modified as follows: State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth athttps://oklahoma.gov/omes/divisions/information-services/about-information-services/policy-and-standards/information-and-communication-technology-accessibility-standards.html . Subject to an executed Non-Disclosure Agreement, Supplier will make available through AWS Artifact or its successor Service, a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance. All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.
Information Technology Terms, Media Ownership (Disk drive and/or Memory Chip Ownership) (Section 4, pg. 4)	Section 4 is deleted in its entirety and replaced with the following: Storage Media Decommissioning. Supplier will maintain a media decommissioning process that is conducted prior to final disposal of storage media used to store Customer Data. Prior to final disposal, storage media that was used to store Customer Data will be degaussed, erased, purged, physically destroyed, or otherwise sanitized in accordance with industry standard practices designed to ensure that the Customer Data cannot be retrieved from the applicable type of storage media.

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Information Technology Terms, Offshore Services (Section 5, pg. 4)	Section 5 is deleted in its entirety and replaced with the following: Customer may specify the AWS regions in which Customer Data will be stored. Customer consents to the storage of Customer Data in, and transfer of Customer Data into, the AWS regions Customer selects. The parties mutually agree that the Customer will intend to store all Customer Data within the continental United States and AWS will comply with Customer's specification.
Information Technology Terms, Compliance with Technology Policies (Section 6, pg. 4)	Section 6 shall be deleted and replaced with the following: To the extent applicable and agreed upon to be the Supplier's responsibility in the terms of this Contract: 6.1 The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at https://oklahoma.gov/omes/services/information-services.html. 6.2 Supplier may offer Services that will allow Customer to comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. Supplier will offer Services that will allow Customer to protect Customer Data in accordance with these standards as well as other Customer standards. As of the effective date of the Contract, Supplier provides a list of Services in scope by compliance program available on the AWS site at www.aws.amazon.com/compliance/services-in-scope/FedRAMP/.
Information Technology Terms, Emerging Technologies (Section 7, pg. 5)	Section 7 shall be modified as follows: The State of Oklahoma reserves the right to suggest emerging technologies not identified elsewhere in the Contract Documents.

legal

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Information Technology Terms, Source Code Escrow (Section 9, pg. 5)	Section 9 is deleted in its entirety and replaced with the following: The Contract does not contemplate, authorize, or support acquisition of custom software products or services.
Information Technology Terms, Commercial Off the Shelf Software (Section 10, pg. 6)	Section 10 is deleted in its entirety and replaced with the following: Third Party Content shall be governed by the Contract unless accompanied by a separate electronic license, subscription, maintenance, support or other terms and conditions. Third-Party terms and conditions or clauses in an electronic license, subscription, maintenance, support or other terms and conditions shall be identified (a) on the AWS Marketplace web pages, (b) in the Service Terms, (c) on a software package download page, product detail page, or notice file associated with the software, or (d) on the developer forum pages on the AWS Site; and Customer reserves the right to negotiate Third-Party terms and conditions prior to purchase.
Information Technology Terms, Ownership Rights (Section 11, pg. 6)	Section 11 is deleted in its entirety and replaced with the following: The Contract does not contemplate, authorize, or support the development of software products or services for the sole and exclusive use of the State.
Information Technology Terms, Intellectual Property Ownership (Section 12, pg. 7)	Section 12 is deleted in its entirety and replaced with the following: The Contract does not contemplate, authorize, or support acquisition of custom software products or services.

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Information Technology Terms, Change Management (Section 14, pg. 10)	Section 14 is deleted in its entirety and replaced with the following: Supplier may change or discontinue any of the Service Offerings, as defined by the Enterprise Agreement, from time to time. For any AWS Enterprise Accounts enrolled in AWS Support at the Developer-level tier or above (or any successor service providing such communications alerts), Supplier will provide at least 12 months' prior Notice to Customer if AWS decides to discontinue a Service that it makes generally available to its customers and that Customer is using. AWS will not be obligated to provide Notice under Enterprise Agreement Section 2.1 if the discontinuation is necessary to address an emergency or threat to the security or integrity of AWS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity.
Information Technology Terms, Service Level Deficiency (Section 15, pg. 10)	Section 15 shall be modified as follows: In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier.

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Information Technology Terms, Notices (Section 16, pg. 10)	Section 16 is deleted and replaced with the following: (a) **General.** Except as otherwise set forth in Enterprise Agreement Section 12.10(b), to give notice to a party under the Contract, each party must contact that other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Contract or addressed to the address of the other party listed on the Cover Page to this Contract (or in the case of any AWS Contracting Party that is added to the Contract pursuant to Enterprise Agreement Section 12.14, to such fax number or address provided on the AWS Contracting Party Site), or such other fax number or address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent. (b) **Notice for purposes of this Contract:** **If sent to the Supplier:** 410 Terry Avenue North, Seattle, WA 98109-5210 Attention: AWS General Counsel **If sent to the State:** State Purchasing Director 2401 North Lincoln Boulevard, Suite 116 Oklahoma City, Oklahoma 73105 Chief Information Officer 3115 N. Lincoln Blvd Oklahoma City, OK 73105 **With a copy, which shall not constitute notice, to:** Purchasing Division Deputy General Counsel 2401 North Lincoln Boulevard, Suite 116 Oklahoma City, Oklahoma 73105 Information Services Deputy Counsel 3115 North Lincoln Boulevard

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	Oklahoma City, Oklahoma 73105
	(c) **Electronic Notice.** AWS may provide notice to Customer (i) under Enterprise Agreement Sections 2.2 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6 or Attachment A of the Enterprise Agreement by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Enterprise Agreement Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

legal

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Information Technology Terms, Appendix 1, Customer Data (Section A, pg. 11)	Section A shall be modified as follows:
	1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Supplier may temporarily limit (in full or in part, as set forth in Enterprise Agreement Section 6) Customer's or any End User's right to access or use the Service Offerings upon Notice to Customer (which will be reasonable prior notice unless Supplier reasonably believes immediate limitation is necessary) if Supplier reasonably determines that Customer's or an End User's use of the Service Offerings poses a security risk or threat to the function of the Service Offerings, or poses a security or liability risk or threat of harm to Supplier, its Affiliates or any third party. Supplier will only limit Customer's right to access or use the instances, data or portions of the Service Offerings that caused the security or liability risk or threat. Supplier will restore Customer's access and use rights promptly after Customer has resolved the issue giving rise to the limitation. Customer remains responsible for all fees and charges for the Service Offerings during the period of limitation. The parties agree and understand that this section only speaks to limitation of Customer's access and use due to a security risk or threat but does not mean that the services are still not being used by Customer.
	2. Supplier will not (a) disclose Customer Data to any government or third party, or (b) subject to Section 3.3 of the Enterprise Agreement, move Customer Data from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, Supplier will give Customer reasonable Notice of any legal requirement or order referred to in this subsection, to enable Customer to seek a protective order or other appropriate remedy.

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Information Technology Terms, Appendix 1 (Data Security, Section B, pg. 11)	Section B shall be deleted in its entirety and replaced as follows: 1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the AWS Network and to protect against unauthorized access to the AWS Network. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, to the AWS Network. 2. Supplier shall enable Customer to encrypt Customer Data. 3. Supplier represents and warrants to Customer that Supplier will use commercially reasonable efforts to prevent the introduction and proliferation of any viruses or other malicious code into the Services. 4. Customer may specify the AWS regions in which Customer Data will be stored. Customer consents to the storage of Customer Data in, and transfer of Customer Data into, the AWS regions Customer selects. 5. Upon Customer's request, and provided that the parties have an applicable NDA in place, AWS will provide to Customer a copy of the AWS System and Organization Controls 1, Type 2 report or such alternative industry standard reports or certifications that are substantially equivalent as reasonably determined by AWS. AWS will make this documentation available to Customer via AWS Artifact (or an alternative means accessible via the AWS Site) and this documentation will be treated as Confidential Information of AWS under the NDA.
Information Technology Terms, Appendix 1, Security Assessment (Section C, pg. 12)	Section C is deleted in its entirety and replaced with the following: The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum-security standards at time the Contract was executed. Failure to maintain the State's minimum-security standards during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

legal

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Information Technology Terms, Appendix 1, Security Incident or Data Breach Notification (Section D, pg. 13)	Section D shall be modified as follows:
	
	Data Breach Notification: Supplier shall inform Customer of any SecurityIncident or Data Breach.
	
	1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise.
	
	2. Supplier shall notify Customer of the Data Breach using the email address listed in the Customer's AWS account within 72 hours after AWS confirms the Data Breach (provided Customer's AWS account is enrolled in an Enterprise-level AWS Support plan and AWS is not prohibited from providing the notification by a court order or other legal requirement).
	
	3. Supplier shall:
	
	    a. Maintain processes and procedures to identify, respond to and analyze a Data Breach;
	
	    b. Make reasonable and appropriate information regarding the cause, nature and Customer impact of the Data Breach available to Customer at Customer's request, provided that Supplier will not be required to provide information if Customer is not enrolled in AWS Support at an Enterprise level;
	
	    c. Mitigate, to the extent reasonable, the harmful effects of the Data Breach that are known to Supplier; and
	
	    d. Document all Data Beaches and their outcomes.

Information Technology Terms, Appendix 1, Breach Responsibilities (Section E, pg. 14)	Section E is deleted in its entirety.

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Information Technology Terms, Appendix 1, Notices (Section F, pg. 14)	Section F is deleted in its entirety and replaced with the following: (a) **General.** Except as otherwise set forth in Enterprise Agreement Section 12.10(b), to give notice to a party under the Contract, each party must contact that other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Contract or addressed to the address of the other party listed on the Cover Page to this Contract (or in the case of any AWS Contracting Party that is added to the Contract pursuant to Enterprise Agreement Section 12.14, to such fax number or address provided on the AWS Contracting Party Site), or such other fax number or address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent. (b) **Notice to Supplier** for purposes of this Contract: **If sent to the Supplier:** 410 Terry Avenue North, Seattle, WA 98109-5210 Attention: AWS General Counsel **If sent to the State:** State Purchasing Director 2401 North Lincoln Boulevard, Suite 116 Oklahoma City, Oklahoma 73105 Chief Information Officer 3115 N. Lincoln Blvd Oklahoma City, OK 73105 **With a copy, which shall not constitute notice, to:** Purchasing Division Deputy General Counsel 2401 North Lincoln Boulevard, Suite 116 Oklahoma City, Oklahoma 73105 Information Services Deputy Counsel 3115 North Lincoln Boulevard

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	Oklahoma City, Oklahoma 73105 **(c)** **Electronic Notice.** AWS may provide notice to Customer (i) under Enterprise Agreement Sections 2.2 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6 or Attachment A by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Enterprise Agreement Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.
Information Technology Terms, Appendix 1, Supplier Representations and Warranties (Section G, pg. 15)	Section G is deleted in its entirety and replaced with the following: Supplier represents and warrants to Customer that (a) the Services will perform substantially in accordance with the Documentation, as defined by the Enterprise Agreement, and (b) Supplier will use commercially reasonable efforts to prevent the introduction or proliferation of any viruses and other malicious code into the Services.

legal

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Information Technology Terms, Appendix 1, Indemnity (Section H, pg. 15)	Section H shall be modified as follows: (1) Subject to the Limitation of Liability (Attachment B, General Terms, Section 16.5), if a third party claims that any portion of the Services infringes that third-party's intellectual property rights, Supplier shall defend, indemnify and hold harmless the Customer, its officers, directors and employees, from all liabilities, claims, damages, losses, costs, expenses, demands, suit and action (including reasonable attorneys' fees and costs required for reasonable attempts to establish the right to indemnification) and, at Supplier's expense, pay all related costs, damages, and reasonable attorney's fees incurred by or assessed to Customer. AWS shall not have any obligations or liability under this section arising from infringement by any combination of the Services or Customer Data, as applicable, with any other product, service, software, data, content, or method. AWS will not have obligations or liability arising from Customer's use of the Services after Supplier has notified Customer to discontinue such use. For any claim covered by this Section H)(1), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or the Contract. The remedies provided in this Section (H)(1) are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services. (2) Subject to the Limitation of Liability and provided that the Customer has complied with the Minimum Architecture Requirements, Supplier will defend, indemnify, and hold harmless Customer, its employees, officers and directors from any third-party claim demands, suits and actions arising from a Security Incident and a Data Breach, and pay all costs, damages and attorneys' fees. (3) The obligations under this Section H shall only apply if the Customer promptly notifies Supplier of any third-party claims, the Attorney General of the State of Oklahoma permits Supplier to control the defense and settlement of the claim and reasonably cooperates with Supplier in the defense and settlement of the claim. Supplier will not agree to any settlement of any such claim that involves any commitment, other than the payment of money, without the written consent of the Customer. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to participate in any proceeding related to this section.

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Information Technology Terms, Appendix 1, Termination, Expiration and Suspension of Service (Section I, pg. 16)	Section I is deleted in its entirety and replaced with the following: 1. If requested by Customer, Customer will be permitted to retrieve Customer Data from the Services that are subject to limitation under Section 6 of the Enterprise Agreement, but only to the extent that such retrieval is commercially reasonable and technically feasible and would not result in or exacerbate any of the conditions giving rise to Supplier's right to limit access and use identified in Section 6 of the Enterprise Agreement. 2. During the 180 days following the Termination Date, Supplier will not take action to remove any Customer Data as a result of the termination from any open AWS Enterprise Account. In addition, during such period, Customer may retrieve any remaining Customer Data from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject Supplier or its Affiliates to liability, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services during such period, all terms of this Agreement will continue to apply, and Customer will pay the applicable fees at the rates under Enterprise Agreement Section 5. No later than the end of this 180-day period, Customer will close all AWS Enterprise Accounts and return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site). 3. AWS will maintain a media decommissioning process that is conducted prior to final disposal of storage media used to store Customer Data. Prior to final disposal, storage media that was used to store Customer Data will be degaussed, erased, purged, physically destroyed, or otherwise sanitized in accordance with industry standard practices designed to ensure that the Customer Data cannot be retrieved from the applicable type of storage media.
Information Technology Terms (Appendix 2, pg. 17)	Appendix 2 is deleted in its entirety.
Bidder Instructions, Submission of Bid (Section 9.6, pg. 12)	Section 9.6 shall be modified as follows: The Bidder guarantees unit prices to be correct.

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General Terms (Attachment B), Scope and Contract Renewal (Section 1.1, pg. 1)	Section 1.1 is amended as follows: Supplier may not add products or services to its offerings under the Contract outside the scope of the contract and Customer will not use products and services outside the scope under this Contract.
General Terms, Scope and Contract Renewal (Section 1.2, pg. 1)	Section 1.2 is deleted in its entirety.
General Terms, Scope and Contract Renewal (Section 1.3, pg. 1)	Section 1.3 shall be modified as follows: If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to negotiate such requested changes in a mutually acceptable Addendum.

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General Terms, Contract Effectiveness and Order of Priority (Section 2.2, pg. 2)	Section 2.2 shall be modified as follows: Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence: **A.** Any future Addendum or Amendment; **B.** Terms 1-4 of the Cover Page; **C.** AWS Enterprise Agreement, Attachment E-1 of this Contract; **D.** Attachment F, Negotiated Exceptions; **E.** any terms contained in Attachments B, C, and D, including, without limitation, information technology terms; **F.** any applicable Solicitation, Attachment A of the Contract; **G.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law; **H.** any purchase order (or other similar ordering document) as applicable; and **I.** other mutually agreed Contract Documents.
General Terms, Contract Effectiveness and Order of Priority (Section 2.3, pg. 2)	Section 2.3 is deleted in its entirety.
General Terms, Modification of Contract Terms and Contract Documents (Section 3.1, pg. 3)	Section 3.1 shall be modified as follows: The Contract may only be modified, amended, or expanded by an Addendum, agreed to in writing by both parties. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

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General Terms, Definitions, "Customer" (Section 4.8, p. 4)	Section 4.8 shall be modified as follows: Customer means an entity receiving goods or services contemplated by the Contract.
General Terms, Definitions, "Moral Rights" (Section 4.13, pp. 4-5)	Section 4.13 is deleted in its entirety.
General Terms, Pricing (Section 5, pg. 6)	Section 5 shall be deleted and replaced with: a. Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Supplier will provide and Customer shall complete such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Contract. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed. b. Pursuant 74 O.S. § 85.40, all travel expenses of Supplier must be included in the total Acquisition price.
General Terms, Ordering, Inspection, and Acceptance (Section 6.1, pg. 6)	Section 6.1 shall be modified as follows: Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
General Terms, Ordering, Inspection, and Acceptance (Section 6.2, pg. 6)	Section 6.2 shall be modified as follows: Services are deemed as accepted upon provision of a Service or Third Party Content. Payment for professional services are due in accordance with the terms of the Contract only after the work has been performed pursuant to the agreed upon statement of work.

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General Terms, Ordering, Inspection, and Acceptance (Section 6.3, pg. 7)	Section 6.3 is deleted in its entirety.
General Terms, Ordering, Inspection, and Acceptance (Section 6.4, pg. 7)	Section 6.4 is deleted in its entirety.

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| General Terms, Invoices and Payment (Section 7.1, pg. 8) | Section 7.1 shall be modified as follows:

Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply where applicable:

A. An invoice shall contain the purchase order number (upon receipt and acceptance of a valid purchase order from an eligible entity), description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment.   Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize or provide an early payment discount.

E. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

F. The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law. If an eligible entity utilizes a Purchase Card, then the eligible entity must notify Supplier in writing via email within 2 business days. |

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| General Terms, Maintenance of Insurance, Payment of Taxes, and Workers' Compensation (Section 8.1, pg.8) | Section 8.1 shall be modified as follows:

As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. AWS can satisfy the below minimum limits by any combination of primary liability, umbrella excess liability and self-insurance coverage that results in the same protection.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

A.   Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B.   Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $1,000,000 per occurrence;

C.   Automobile Liability Insurance with limits of liability of not less than $1,000,000 combined single limit each accident;

D.   Cyber Liability and Technology Errors & Omissions insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

E.   Additional coverage required in writing in connection with a particular Acquisition after review and acceptance by Supplier. |

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| General Terms, Compliance with Applicable Laws (Section 9.1, pg. 10) | Section 9.1 shall be modified as follows:

As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, including but not limited to the following:

A.   Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
B.   Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
C.   Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
D.   1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
E.   Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
F.   Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
G.   Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify; and
H.   Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable. |

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General Terms, Compliance with Applicable Laws (Section 9.2, pg. 11)	Section 9.2 is deleted in its entirety and replaced with the following: To the extent applicable and agreed upon to be the Supplier's responsibility in the terms of this Contract: (1) the Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://oklahoma.gov/content/dam/ok/en/omes/documents/InfoSecPPG.pdf; and (2) Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at https://oklahoma.gov/omes/services/information-services.html
General Terms, Compliance with Applicable Laws (Section 9.4, pg. 11)	Section 9.4 shall be modified as follows: In addition to compliance under subsection 9.1 above, upon presentment to and Supplier's agreement, Supplier shall have an obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
General Terms, Compliance with Applicable Laws (Section 9.5, pg. 12)	Section 9.5 is deleted in its entirety.
General Terms, Compliance with Applicable Laws (Section 9.7, pg. 12)	Section 9.7 is deleted in its entirety.
General Terms, Compliance with Applicable Laws (Section 9.9, pg. 12)	Section 9.9 is deleted in its entirety.

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General Terms, Compliance with Applicable Laws (Section 9.10, pg. 12)	Section 9.10 is deleted in its entirety and replaced with the following: State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at https://oklahoma.gov/omes/divisions/information-services/about-information-services/policy-and-standards/information-and-communication-technology-accessibility-standards.html. Subject to an executed Non-Disclosure Agreement, Supplier will make available through AWS Artifact or its successor Service, a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance. All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.
General Terms, Audits and Records Clause (Section 10.1, pg. 13)	Section 10.1 shall be modified as follows: As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all payment records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract. Notwithstanding the forgoing, the Parties agree that "record" does not include Customer Data and the audit rights does not include a right to enter any of the Supplier's facilities or buildings.
General Terms, Audits and Records Clause (Section 10.3, pg. 13)	Section 10.3 shall be modified as follows: Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director. All items of the Supplier that relate to the professional services shall mean the scope of work in a statement of work and in no event, shall this provision grant the State agency, State Auditor and Inspector and the State Purchasing Director access to AWS facilities or data centers.

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General Terms, Confidentiality (Section 11.1, pg. 13)	Section 11.1 shall be modified as follows: (a) Subject to the Limitation of Liability (Attachment B, General Terms, Section 16.5), Supplier will have an ongoing obligation to implement reasonable and appropriate measures for the AWS Network (as determined by Supplier) designed to help Customer secure Customer Data against accidental or unlawful loss, access or disclosure (the "**Security Objectives**") in accordance with the AWS Security Standards. Supplier may modify the AWS Security Standards from time to time, but will continue to provide at least the same level of security as is described in the AWS Security Standards on the Effective Date. (b) Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content Supplier recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Data, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Data, using encryption technology to prevent unauthorized access to Customer Data, and ensuring the appropriate level of backup to prevent loss of Customer Data.
General Terms, Confidentiality (Section 11.2, pg. 14)	Section 11.2 is deleted in its entirety.
General Terms, Confidentiality (Section 11.3, pg. 14)	Section 11.3 is deleted in its entirety.
General Terms, Confidentiality (Section 11.4, pg. 14)	Section 11.4 is deleted in its entirety.
General Terms, Confidentiality (Section 11.5, pg. 14)	Section 11.5 is deleted in its entirety.

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General Terms, Confidentiality (Section 11.6, pg. 15)	Section 11.6 is deleted in its entirety.
General Terms, Confidentiality (Section 11.7, pg. 15)	Section 11.7 is deleted in its entirety.
General Terms, Assignment and Permitted Subcontractors (Section 13.1, pg. 16)	Supplier and State's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the other Party which may be withheld at the other Party's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
General Terms, Assignment and Permitted Subcontractors (Section 13.2, pg. 16)	Section 13.2 shall be modified as follows: Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, acquisition, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates; or to any Affiliate or as part of a corporate reorganization. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment.
General Terms, Assignment and Permitted Subcontractors (Section 13.3, pg. 16)	Section 13.3 shall be modified as follows: If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities.

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General Terms, Assignment and Permitted Subcontractors (Section 13.4 pg. 17)	Section 13.4 shall be modified as follows: All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment.
General Terms, Assignment and Permitted Subcontractors (Section 13.5, pg. 17)	Section 13.5 shall be modified as follows: Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities with the prior written approval of the Supplier.
General Terms, Background Checks and Criminal History Investigations (Section 14, pg. 17)	Section 14 is deleted in its entirety and replaced with the following: Where permitted by law, and to the extent available from applicable governmental authorities, AWS will require that each employee undergo a background investigation that is reasonable and appropriate for that employee's position and level of access to the AWS Network.
General Terms, Patents and Copyrights (Section 15, pg. 17)	Section 15 is deleted in its entirety.
General Terms, Indemnification, Acts or Omissions (Section 16.1, pg. 18)	Section 16.1 is deleted in its entirety.
General Terms, Indemnification, Infringement (Section 16.2, pg. 18)	Section 16.2 is deleted in its entirety.

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General Terms, Indemnification, Notice and Cooperation (Section 16.3, pg. 19)	Section 16.3 is deleted in its entirety.
General Terms, Indemnification, Coordination of Defense (Section 16.4, pg. 19)	Section 16.4 is deleted in its entirety.

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General Terms, Indemnification, Limitations of Liability (Section 16.5, pg. 20)	Section 16.5 shall be modified as follows:
	
	        A. EXCEPT FOR OBLIGATIONS ARISING UNDER ENTERPRISE AGREEMENT SECTION 9.1, NEITHER AWS NOR CUSTOMER, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL BE LIABLE TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (B) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICE OFFERINGS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER SERVICE LEVEL AGREEMENTS).
	
	        B. Damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; and indemnity, security or confidentiality obligations under the Contract are subject to the Limitation of Liability (Attachment B, General Terms, Section 16.5).
	
	        C. THE AGGREGATE LIABILITY UNDER THIS CONTRACT OF EITHER SUPPLIER OR CUSTOMER, AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS, WILL NOT EXCEED $20,000,000 (USD TWENTY MILLION); SUBJECT TO STATE LAW, EXCEPT THAT NOTHING IN THIS SECTION 16.5 WILL LIMIT A CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICES, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS CONTRACT. For clarification, the twenty million dollar limitation of liability is a cumulative figure for all Customers as a singular unit for purposes of this section. Therefore, Supplier's total liability under this Contract is strictly USD Twenty Million irrespective of the number of Customers.
	
	        D. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

General Terms, Termination for Funding Insufficiency (Section 17.2, pg. 21)	Section 17.2 shall be modified as follows: Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to its duties and responsibilities under the Contract. If a purchase order or other payment mechanism has been issued and a product or service has been received then the termination does not relieve an obligation to pay for the product or service.

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General Terms, Termination for Cause (Section 18.1, pg. 21)	Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice.
General Terms, Termination for Cause (Section 18.2, pg. 21)	Section 18.2 is deleted in its entirety.
General Terms, Termination for Cause (Section 18.3, pg. 21)	Section 18.3 shall be modified as follows: If a purchase order or other payment mechanism has been issued and the Services have been received, then the termination does not relieve an obligation to pay for the product or service. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Termination of the Contract under this section, in whole, shall not relieve the Supplier or Customer of liability for claims arising under the Contract.
General Terms, Termination for Cause (Section 18.4, pg. 22)	Section 18.4 shall be modified as follows: Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.
General Terms, Termination for Cause (Section 18.5, pg. 22)	Section 18.5 shall be added as follows: AWS may terminate this Contract for cause upon 30 days' Notice to the State in order to comply with applicable law or requirements of governmental entities.
General Terms, Termination for Convenience (Section 19.1, pg. 22)	Section 19.1 shall be modified as follows: The State may terminate the Contract, in whole, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Supplier may terminate this Contract for any reason by providing the Customer or the State at least two years Notice.

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General Terms, Termination for Convenience (Section 19.2, pg. 22)	Section 19.2 shall be modified as follows: If a purchase order or other payment mechanism has been issued and a product or service has been used, then the termination does not relieve an obligation to pay for the product or service. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees for refundable Services that are unused when the Contract or certain obligations are terminated shall be refunded. To the extent required by law (which includes but not limited to Oklahoma Constitution Article X, Section 15(A) and 74 O.S. 85.44(B)), Supplier shall refund any amount paid to Supplier in the form of prepaid fees for non-refundable Services that are unused when the Contract is terminated. Termination of the Contract under this section, shall not relieve the Supplier of liability for claims arising under the Contract.
General Terms, Suspension of Supplier (Section 20.1, pg. 23)	Section 20.1 is deleted in its entirety.
General Terms, Suspension of Supplier (Section 20.2, pg. 23)	Section 20.2 is deleted in its entirety.
General Terms, Suspension of Supplier (Section 20.3, pg. 23)	Section 20.3 is deleted in its entirety.
General Terms, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 21, pg. 23)	Section 21 shall be modified as follows: The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

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General Terms, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Section 22, pg. 23)	Section 22 shall be modified as follows: Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract directly to the State.
General Terms, Force Majeure (Section 23.1, pg. 24)	Section 23.1 shall be modified as follows: 23.1 Except for payment obligations, no party will be liable for any delay or failure to perform to the extent such delay or failure is a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall notify, as reasonably possible, the other party of its best reasonable assessment of the nature and duration of the force majeure event.
General Terms, Force Majeure (Section 23.2, pg. 24)	Section 23.2 shall be modified as follows: 23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received.
General Terms, Force Majeure (Section 23.3, pg. 24)	Section 23.3 is deleted in its entirety.

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General Terms, Notices, Section 25	Section 25 is deleted and replaced with the following:
	(a) **General.** Except as otherwise set forth in Enterprise Agreement Section 12.10(b), to give notice to a party under the Contract, each party must contact that other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Contract or addressed to the address of the other party listed on the Cover Page to this Contract (or in the case of any AWS Contracting Party that is added to the Contract pursuant to Enterprise Agreement Section 12.14, to such fax number or address provided on the AWS Contracting Party Site), or such other fax number or address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.
	(b) **Notice for purposes of this Contract**:
	If sent to the Supplier: 410 Terry Avenue North, Seattle, WA 98109-5210 Attention: AWS General Counsel
	If sent to the State: State Purchasing Director 2401 North Lincoln Boulevard, Suite 116 Oklahoma City, Oklahoma 73105
	Chief Information Officer 3115 N. Lincoln Blvd Oklahoma City, OK 73105
	With a copy, which shall not constitute notice, to: Purchasing Division Deputy General Counsel 2401 North Lincoln Boulevard, Suite 116 Oklahoma City, Oklahoma 73105
	Information Services Deputy Counsel 3115 North Lincoln Boulevard

Attachment F to

STATE OF OKLAHOMA CONTRACT WITH Amazon Web Services, Inc.
RESULTING FROM SOLICITATION NO. #0900000556
Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Amazon Web Services, Inc. or discussed by the parties.

ANY REQUESTED EXCEPTIONS NOT APPEARING BELOW HAVE BEEN DECLINED BY THE STATE

	Oklahoma City, Oklahoma 73105 **(c)** **Electronic Notice.** AWS may provide notice to Customer (i) under Enterprise Agreement Sections 2.2 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6 or Attachment A of the Enterprise Agreement by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Enterprise Agreement Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.
General Terms, Miscellaneous, Choice of Law and Venue (Section 26.1, pg. 25)	Section 26.1 shall be modified as follows: Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in state or federal courts in Oklahoma County, Oklahoma.
General Terms, Miscellaneous, Transition Services (Section 26.4, pg. 26)	Section 26.4 is deleted in its entirety.
General Terms, Miscellaneous, Publicity (Section 26.5, pg. 26)	Section 26.5 is deleted in its entirety and replaced with the following: Except to the extent permitted by applicable law, neither Customer nor Supplier will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Service Offerings. This section does not limit the State's right to communicate or announce the existence of a Contract between the State and AWS.

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Attachment F to

STATE OF OKLAHOMA CONTRACT WITH Amazon Web Services, Inc.
RESULTING FROM SOLICITATION NO. #0900000556
Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Amazon Web Services, Inc. or discussed by the parties.

ANY REQUESTED EXCEPTIONS NOT APPEARING BELOW HAVE BEEN DECLINED BY THE STATE

Statewide Contract Terms (Attachment C), Statewide Contract Type, Section 1.2	Section 1.2 is deleted in its entirety.
Statewide Contract Terms, Orders and Addendums (Section 2, pg. 1)	Section 2 is deleted in its entirety.
Statewide Contract Terms, Termination for Funding Insufficiency (Section 3, pg. 1)	Section 3 is deleted in its entirety.
Statewide Contract Terms, Termination for Cause (Section 4, pg. 2)	Section 4 is deleted in its entirety.
Statewide Contract Terms, Termination for Convenience (Section 5, pg. 2)	Section 5 is deleted in its entirety.

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Attachment F to

STATE OF OKLAHOMA CONTRACT WITH Amazon Web Services, Inc.
RESULTING FROM SOLICITATION NO. #0900000556
Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Amazon Web Services, Inc**.** or discussed by the parties.

ANY REQUESTED EXCEPTIONS NOT APPEARING BELOW HAVE BEEN DECLINED BY THE STATE

Statewide Contract Terms, Contract Management Fee and Usage Report (Section 6.1, pg. 2)	Section 6.1 shall be modified as follows: Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions for Services (as defined by the AWS Enterprise Agreement) under the Agreement, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier if agreed upon by the Parties.
Statewide Contract Terms, Contract Management Fee and Usage Report (Section 6.3.v, pg. 3)	Section 6.3.v shall be modified as follows: Reports must include the following information: a. Procuring entity; b. Order date; c. Purchase Order number as applicable or note that the transaction was paid by Purchase Card; d. Product description; e. Quantity f. Unit list price or MSRP, as applicable; and g. Unit price charged to the purchasing entity.
Solicitation No. 0900000556 (Attachment A), Purpose	The Purpose section shall be modified as follows: The Contract is awarded as a statewide contract on behalf of the Office of Management and Enterprise Services for software and services to support State agencies and other eligible Oklahoma Interlocal Entities. This Supplier will provide software and services pursuant to the Contract.

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Attachment F-1 to
STATE OF OKLAHOMA CONTRACT WITH AMAZON WEB SERVICES, INC.

RESULTING FROM SOLICITATION NO. 0900000556

Template for Contract Modifications for Quotes, Statements of
Work, or other Ordering Documents

The parties agree to use this template as the process to formally approve any terms, conditions or clauses that are to supersede the terms and Conditions in the Contract for purposes of the applicable quote, statement of work or other ordering document.

Contract Modifications for Quote, Statement of Work, or other Ordering Document

Solely for purposes of this ordering document, the terms and conditions of the Contract are hereby amended as set forth below. This amendment is considered an Addendum.

RFP Section	Exception/Additional Terms

AMAZON WEB SERVICES, INC.

STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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The [INSERT AGENCY NAME] is additionally executing this document to memorialize its involvement in negotiation of and its agreement with the terms of this document.

By: _____

Name: _____

Title: _____

Date: _____

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