ADDENDUM TO INTERLOCAL COOPERATION CONTRACT BETWEEN THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES AND THE TEXAS DEPARTMENT OF INFORMATION RESOURCES FOR CLEAR2THERE SOFTWARE AND SERVICES

This is an Addendum to the Interlocal Cooperation Contract for Information Resources Technologies between the State of Ohio Department of Administrative Services and the State of Texas, acting by and through the Department of Information Resources dated March 26, 2015. This Addendum incorporates additional terms and conditions to be included in the State of Texas Department of Information Resources Contract for Products and Related Services and C2t dated December 20, 2012.

I. STATUTORY CONTRACT REQUIREMENTS:

A. APPROPRIATION OF FUNDS. The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

B. COMPLIANCE WITH LAW. The Contractor must comply with all applicable federal, state, and local laws while performing under this Contract.

C. CONFLICT OF INTEREST. No Contractor or the personnel of the Contractor shall act in any manner that conflict with the Contractor's responsibilities under this Contract. Such prohibited actions shall include, but are not limited to the following:

1. Voluntarily acquiring any personal interest that conflicts with the Contractor's responsibilities under the Contract;
2. Knowingly permit any Ohio public official or public who has any responsibility in any manner related to this Contract, acquire any interest or any entity under the Contractor's control.

The Contractor, upon obtaining knowledge that any person described above has acquired an impermissible or conflicting personal interest related to this Contract, shall do the following in a forthwith manner:

1. Disclose such information to the State; and
2. Take immediate steps to ensure that the person does not participate in any action affecting the work under this Contract, unless the State determines that in light of the expeditious disclosure, such person's participation is not contrary to the public interest.

D. CONTRACT DURATION AND CONTINUATION. The current General Assembly cannot commit a future General Assembly to any expenditure. Therefore, the duration of the initial term of this Contract cannot go past the current biennium. The State may continue this Contract past the current

biennium by issuing written notice of continuation to the Contractor provided such continuation option(s) in this Contract does not go past subsequent biennia.

E. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** The Contractor warrants that the Contractor is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty is false on the date the parties signed this Contract, the Contract is void *ab initio*.

F. **DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all Contractor employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

G. **ELECTIONS LAW.** The Contractor, by signature affixed on this document, hereby certifies that all applicable parties listed in Ohio Revised Code (O.R.C.) Section 3517.13 are in full compliance with O.R.C. Section 3517.13.

If the Contractor accepts a Contract and/or purchase order issued under the Contract without proper certification, the Department of Administrative Services shall deem the Contractor in breach and the Contractor will be subject to all legal remedies available to the Department of Administrative Services up to and including debarment from doing business with the State.

Additional information regarding Contribution Restrictions is available on the Office of Budget & Management's website at: www.obm.ohio.gov.

H. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: http://business.ohio.gov/efiling/

I. **ETHICS.** All Contractors who are actively doing business with the State or who are seeking to do business with the State are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09.

J. **GOVERNING LAW.** This Contract shall be governed by the laws of the state of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.

K. **TAXES.** The State is exempt from all taxes and does not agree to pay any taxes.

L. **USE OF MBE AND EDGE VENDORS.** The State encourages the Contractor to purchase goods and services from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

M. **Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form, Exhibit I which is incorporated and becomes a part of this Agreement.

II. CONTRACT CONSTRUCTION:

A. **INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT**. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under the contract complete and submit to the Ordering Agency the Independent Contractor/Worker Acknowledgement found at the following link: https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80).

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable, provided under this contract, shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

B. **PUBLICITY.** The Contractor shall not do the following without prior, written consent from the State:

1. Advertise that the Contractor is doing business with the State; and
2. Use this Contract as a marketing or sales tool.

C. **ORDER OF PRECEDENCE**. This Addendum, Interlocal Cooperation Contract for Information Resources Technologies; Appendix A; Contract for Products and Related Services; Appendix B; Appendix C; Pricing Index; Exhibit 1, Vendor's Response to RFP DIR-SDD-TMP-183, including all addenda; and Exhibit 2, RFP DIR-SDD-TMP-183, including all addenda; are incorporated by reference and constitute the entire agreement between the state of Ohio and C2t. In the event of a conflict between the documents listed in this paragraph, the controlling documents shall be the priority listed above. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

III. PAYMENT PROVISIONS:

A. **ACCEPTANCE.** Unless otherwise provided in this Contract, the State will determine whether the Contractor provided each Deliverable required in this Contract and has fully met all work requirements of this Contract.

B. **CERTIFICATION OF FUNDS/PURCHASE ORDER REQUIREMENTS.** None of the duties or obligations in this Contract are binding on the State, and the Contractor will not begin performance on this Contract, until all of the following conditions are met:

1. **Certification of Funds**
   a. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.
   b. All necessary funds are made available by the appropriate state agencies.
   c. If the State is relying on Federal or third-party funds for this Contract, the State certifies, by written notice, that such funds are available.
2. **Purchase Order**
   The Contractor holds an official state of Ohio Purchase Order (P.O.) from the appropriate state agency.
3. **Controlling Board**
   If required, the Controlling Board of Ohio approves this Contract.

C. **INVOICE REQUIREMENTS.** The Contractor (or authorized dealer for those State Term Schedules where the Contractor has authorized its dealer(s) to submit invoices) must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

1. The purchase order number authorizing the delivery of products or services.
2. Contract Number (if used)
3. Agency Name
4. Agency Billing Address
5. Delivery location of goods or services
6. Vendor Name
7. Vendor Address
8. Vendor's Unique Invoice Number

9. Date that services were provided or that items were delivered
10. Itemization of goods or services provided, including cost
11. Clear statement of total payment expected.
12. For leases, the Contractor or Authorized Dealer must also include the payment number (e.g., 1 of 36) on the invoice.

D. PAYMENT DUE DATE AND PROCESS.

1. Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice.
2. The date payment is issued by the State will be considered the date payment is made.
3. The State will make payment via electronic fund transfer (EFT).

The Contractor must be capable of receiving payment from approved vouchers by electronic fund transfer (EFT). The Contractor will cooperate with the Contracting Agency in providing the necessary information to effectuate this process.

IV. LIABILITY PROVISIONS:

A. GENERAL REPRESENTATIONS AND WARRANTIES. The Contractor warrants that:

1. The recommendations, guidance, and performance of the Contractor under this Contract will be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No Deliverable will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with the Contractor's standard business practices.
4. The Deliverables are merchantable and fit for the particular purpose described in this contract.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.

9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

B. INDEMNITY. The Contractor must indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of, or are related to, the Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, the Contractor's employees, agents, or subcontractors.

The Contractor must also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor must take one (1) of the following four (4) actions:

1. Modify the Deliverable so that the deliverable is no longer infringing.
2. Replace Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as intended; or
4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for the Deliverable to be useful to the State.

C. INSURANCE. The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a $1,000,000.00 limit.

b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The

policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

$ 2,000,000 General Aggregate
$ 2,000,000 Products/Completed Operations Aggregate
$ 1,000,000 Per Occurrence Limit
$ 1,000,000 Personal and Advertising Injury Limit
$ 100,000 Fire Legal Liability
$ 10,000 Medical Payments

The Contractor shall, for each policy required by this Contract, provide the State with 30-days prior written notice of cancellation, material change, or non-renewal, except a ten (10) day notice for non-payment of premium. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

c. Commercial Automobile Liability insurance with a combined single limit of $500,000.

d. Professional Liability insurance covering all staff with a minimum limit of $1,000,000 per incident and $3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

D. <u>LIMITATION OF LIABILITY</u>.

Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages. Additionally, neither party will be liable to the other for direct or other damages in excess of two times the not-to-exceed fixed price of this Contract. The limitations in this paragraph do not apply to any obligation of the Contractor to indemnify the State against claims made against it or for damages to the State caused by the Contractor's negligence or other tortious conduct.

V. PERFORMANCE AND COMPLIANCE:

A. <u>AUDITS</u>. The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor must, for each subcontract in excess of two thousand five hundred dollars ($2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

B. TERMINATION / SUSPENSION.

1. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as the Contractor receives the notice. Upon receipt of the notice of termination, the Contractor must immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor must immediately prepare a report and deliver such report to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, must be delivered to the State along with the specified report. The report and any delivered work is subject to approval by the State. However, if delivery in that manner would not be in the State's interest, then the Contractor must propose a suitable alternate form of delivery.

2. **Contract Remedies.**

   a. **Actual Damages.** The Contractor is liable to the State for all actual and direct damages caused by the Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor. The State may recover the

costs associated with acquiring substitute supplies or services, less any expenses or costs saved by the Contractor's default.

b. **Liquidated Damages**. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.

c. **Deduction of Damages from Contract Price.** Upon issuing written notice to the Contractor, the State may deduct all or any part of the damages resulting from the Contractor's default from any part of the Contractor compensation still due on the Contract. In the case of suspension for default, the State will be entitled to all remedies available under this Contract.

3. **Contract Suspension.**

a. If the Contractor fails to perform any one of the Contractor's obligations under this Contract, the Contractor will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve the State's interest.

b. In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension.

c. The notice of suspension whether, with or without cause, will be effective immediately, on the Contractor's receipt of the notice. The Contractor must immediately prepare a report and deliver such report to the State as is required in the case of termination.

1. **Contract Termination.**

a. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and is available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.

b. **Termination for Cause.** If the Contractor fails to perform any one of its obligations under this Contract, the Contractor will be in default and

the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.

1. **Termination for Default.** If the Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.

2. **Termination for Defaults not Remedied.** If the Contractor's default may be cured within a reasonable time, the State will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If the Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to the Contractor, the State has not waived any of the State's rights or remedies concerning the default.

3. **Termination for Persistent Default.** The State may terminate this Contract by written notice to the Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified the Contractor of its third default, the State may terminate this Contract without providing the Contractor with an opportunity to cure, if the Contractor defaults for a third time. The three defaults are not required to be related to each other in any way.

4. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.

5. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.

6. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if the State determines that the Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if the State determines that the Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

7. **Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for

satisfying any claims of its subcontractors for any suspension or

anti-virus software, personal firewalls, and system password protection. In addition, State's Data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the NIST standards identified above.

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State's Data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State's Data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State's Data or the infrastructure associated with State's Data.

In case of an actual security breach that may have compromised State's Data, including but not limited to loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State's Data that is inconsistent with the Terms of this Agreement and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Agreement by an employee, agent, or subcontractor of the Contractor.

The Contractor must give affected Subscribing Entities full access to the details of the breach and assist each State in making any notifications to potentially affected people and organizations that the affected Subscribing Entities deem are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the affected Subscribing Entities on request.

All State's Data will remain the property of the State. The Contractor must ensure that the State retains access and download capability for purposes of retrieving its data for research, investigation, transfer, or migration to other systems.

All State's Data at rest in systems supporting the Contractor's Services must reside within the contiguous United States and be handled in accordance with the requirements of this section at all Contractor locations.

This Contract is executed to be effective as of the date of the last signature.

CLEAR2THERE, INC.	State of Ohio, Department of Administrative Services
By: Kelly Carlton	By: Stuart R Davis
Name: Kelly Carlton	Name: Stuart Davis
Title: VP	Title: State Chief Information Officer
Date: March 26, 2015	Date: 4/9/15

EXHIBIT I

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

4211 N. Barnes Ave — Oklahoma City, OK 73112
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

ISG Technology — 7101 NW Expressway OKC, OK 73132
(Name) (Address, City, State, Zip)

_____ _____
(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

210 Park Ave — Oklahoma City, OK 73102
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

ISG — 210 Park Ave OKC, OK 73132
(Name) (Address, City, State, Zip)

(Name)	(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

210 Park Ave	OKC, OK 73132
(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

4211 N. Barnes Ave	OKC, OK 73112
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: Kelly Carter
Contractor

Print Name: Kenny Carlton

Title: VP

Date: March 26, 2015

Exhibit II

Products	Pricing
Clear2there Appellate Hub	$ 0.095 per minute per telephone line