

ADDENDUM

Contract # 0000000000000000000025605

This Addendum is entered into by and between Indiana Office of Technology (“the State”) and the entity designated as “Contractor” below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the “Form Contract”). The entire agreement consists of this Addendum, Form Contract and the Ordering Agreement are incorporated into each other and, when read together, shall constitute one integrated document (“this Contract”). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Mainline Information Systems

Contractor Address: 1700 Summit Lake Drive
Tallahassee, Florida 32317

Title of Form Contract: Mainline Information Systems Master Service Agreement
MIS-S013018-SI

- 1. Form Contract/Duties of Contractor.** The Contractor shall provide the Services or Products described in the Form Contract, Exhibit “A”, attached and incorporated by reference.

Exhibit “A” covers terms and conditions for hardware, third party products, including OS Software, hardware/software renewals, and Passport Advantage Software.

Statement of Work will be used for all services, including implementations and training provided by Mainline Information Systems.

Exhibit “B” is the Ordering Agreement that will be used for the purchase of products and services referenced in Exhibit “A”.

- 2. Consideration** of this contract is \$0.00.

Recurring charges for a Product begin on its Date of Installation and Acceptance.

Charges for Services are billed as specified in the Statement of Work, which may be in advance if permissible under an exception under IC 4-13-2-20, periodically during the performance of the Service or after the Service is completed.

- 3. Term.** This Contract begins on May 1, 2018 and ends April 30, 2019.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance

- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC §4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC §5-14-3. This is a Public Contract and will be posted on the State's website pursuant to Executive Order 05-07
- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all rights, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all

necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny,

or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social

Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of

drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification. As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance.

A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$1,000,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
 2. Automobile liability with minimum liability limits of \$1,000,000 per combined single limit (each accident). The State is to be named as an additional insured on a primary, non-contributory basis.
 3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside the State of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

29. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance.
Deleted by agreement of both parties.

32. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

IOT General Counsel
Indiana Office of Technology
Rm N551 IGC-North
100 N. Senate Avenue
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Mainline Information Systems, Inc.
Attn: Corporate Counsel
1700 Summit Lake Drive
Tallahassee, FL 32317

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this addendum, (2) the form contract, (3) attachments prepared by the State, and (4) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic

funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and/or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration ("I.D.O.A.") and the State Budget Agency whenever, for any reason, the State determines that

such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

46. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Deleted by agreement of both parties.

48. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the *2016 OAG/ IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

27. Insurance – Modified

31. Minority and Women's Business Enterprise Compliance – Deleted

34. Order of Precedence; Incorporation by Reference – Modified

47. Indiana Veteran's Business Enterprise Compliance - Deleted

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

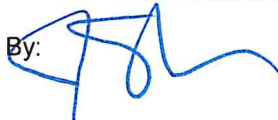
Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

MAINLINE INFORMATION SYSTEMS

By: 

Title: Chief Financial Officer

Date: May 4, 2018

Indiana Office of Technology

By: *Robert Clarke*

Title: Chief Operating Officer

Date: 5/9/2018

Electronically Approved by: Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

THIS MASTER SERVICES AGREEMENT ("Agreement") effective as of **Month DD, YYYY**, is made between Mainline Information Systems, Inc., a Florida corporation ("MAINLINE"), having its principal place of business at 1700 Summit Lake Drive, Tallahassee, Florida 32317 and **State of Indiana** ("CLIENT") each a "Party" and collectively, the "Parties").

WHEREAS, CLIENT desires to purchase from MAINLINE and MAINLINE desires to provide to CLIENT, from time to time, the Services as further defined herein, subject to the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT.

- 1.1 This Agreement contains the terms and conditions that will govern the rights, responsibilities, and obligations of the Parties with respect to Services provided by MAINLINE to CLIENT during the term of this Agreement. Each SOW shall incorporate all of the terms and conditions of this Agreement. This Agreement shall prevail over any inconsistent terms contained in any SOW. Notwithstanding the foregoing, prices, quantities, dates, schedules, and places shall be fixed by the SOW(s). All Services furnished hereunder shall be for CLIENT's and its Affiliates' internal use within the Territory.
- 1.2 Notwithstanding anything in this Agreement to the contrary, product sales shall be governed solely by the terms of Exhibit A, which is incorporated herein by reference and made a part hereof.

2. DEFINITIONS.

- 2.1 "Affiliate" shall mean any entity in which the other entity owns and controls more than fifty percent (50%) of the voting interests;
- 2.2 "Confidential Information" shall mean secret processes, trade secrets, customer lists, personnel statistics, pricing methods, techniques, inventions, product/service specifications, ideas, processes, prototypes, models, drawings, marketing plans, financial data, computer programs and computer software – provided that the information in question qualifies for an exception to the Indiana Access to Public Records Act, Ind. Code § 5-14-3-4;
- 2.3 "Consulting Methodology" shall mean concepts, techniques, skills, know-how, methodologies, processes, inventions and tools (including computer hardware and software where applicable) and any enhancements thereto, that Mainline uses to produce the Work Product under a SOW and which are not uniquely related to the project described in the SOW;
- 2.4 "Services" shall mean certain tasks and services to be provided by MAINLINE under this Agreement, such as but not limited to maintenance, engineering, installation, staging, training, data management, program management, testing and technical assistance;
- 2.5 "Statement of Work" shall mean the detailed description of Services to be performed as described on an executed Statement of Work ("SOW");
- 2.6 "Territory" shall mean the United States;
- 2.7 "Work Product" shall mean all reports, studies, flow charts, diagrams, data, documentation, or any other items identified as a deliverable in an applicable SOW, which are produced by or as a result of the Services. Excluded from the definition of Work Product is Consulting Methodology.

3. SCOPE OF SERVICES/CHANGE ORDERS.

- 3.1 MAINLINE will perform the Services set forth in the SOW. The SOW shall include, but not be limited to, a description of the nature, the scope, and an estimated schedule for the Services to be provided, the time within which the Services will be provided and all other terms and conditions relating to the Services as agreed to by the Parties.
- 3.2 From time to time, CLIENT may request changes to a SOW by providing MAINLINE with a written request that describes the desired change (a "Change Order"). MAINLINE will provide CLIENT with a quotation which specifies the applicable increase or decrease in the cost or the time required.
- 3.3 Any Change Order must be mutually agreed upon by both CLIENT and MAINLINE in writing. CLIENT shall designate an authorized CLIENT representative for making changes to a SOW, and MAINLINE shall designate an authorized MAINLINE representative.
- 3.4 In the event CLIENT requests or orders suspension of Services, for CLIENT's convenience, MAINLINE shall be granted schedule relief and be entitled to payment from CLIENT of the additional costs incurred by MAINLINE as a result of the suspension of performance. Such additional costs shall include, but not be limited to, all reasonable costs incurred a) by individuals employed or subcontracted by MAINLINE during the contract period such personnel are idle, b) in the redeployment of personnel to other MAINLINE's clients, and c) for deployment or substitution of personnel performing the Services.

4. Intentionally Reserved.

5. PRICE/INVOICING/PAYMENT TERMS.

- 5.1 The purchase price for Services ("Purchase Price") shall be as agreed by MAINLINE and CLIENT in the Statement of Work.
- 5.2 CLIENT agrees to make payment in full to MAINLINE for all amounts due according to MAINLINE's invoice within the time period identified in CLIENT'S Addendum. CLIENT also agrees to pay interest on all amounts that become past due. Interest will be charged as one and a half percent (1 ½%) per month or the highest rate allowed by law, whichever is greater. In the event invoiced amounts remain unpaid for a period of ninety (90) days from the date of the invoice, MAINLINE reserves the right to suspend performance of Services until the dispute is resolved and payments due have been remitted.
- 5.3 MAINLINE will keep accurate records pertaining to the provision of Services under a SOW for at least two (2) years from the completion of all such Services. All such records will be available for inspection by CLIENT, at a mutually agreeable time, at MAINLINE's principal place of business.

6. ADDITIONAL CHARGES

- 6.1 The Parties acknowledge that the State of Indiana is a governmental entity and is thus exempt for most taxes.
- 6.2 CLIENT will reimburse MAINLINE for all reasonable business expenses including, but not limited to, travel and out-of-pocket expenses incurred by MAINLINE for the provision of Services to CLIENT under a SOW.

7. USE OF CONFIDENTIAL INFORMATION.

- 7.1 Both Parties acknowledge that this Agreement creates a relationship of confidence and trust between MAINLINE and CLIENT with respect to the business of both Parties, including, but not limited to, both Parties' Confidential Information. Confidential Information

shall only be used by the receiving Party in its performance under this Agreement and shall not be disclosed by the receiving Party except to those employees and independent contractors who have a need to know. CLIENT shall use MAINLINE's Confidential Information only to order, evaluate, use, and maintain the Services furnished hereunder. The receiving Party shall (i) not reproduce or copy the Confidential Information in whole or in part, except as authorized in this Agreement or when requested by the disclosing Party; (ii) at the disclosing Party's written instruction, return or destroy the Confidential Information upon the termination of this Agreement or when requested to do so; or (iii) disclose the Confidential Information pursuant to a requirement of a duly empowered governmental agency or court of competent jurisdiction after due notice and adequate opportunity to intervene is given to the disclosing Party unless legally prohibited. The foregoing restrictions and obligations shall not apply to information that (i) is available to the public through no wrongful act of the receiving Party; (ii) is already in the possession of the receiving Party and not subject to any agreement of confidence between the Parties; (iii) is received from a third party; or (iv) is independently developed by or for the receiving Party without reference to the disclosing Party's Confidential Information. Both Parties shall maintain and not alter or remove any trademark, notice of proprietary rights, copyright or other identification which indicates the other Party's ownership interests in any Confidential Information. Each Party shall notify the other Party promptly and in writing of any unauthorized knowledge, possession, distribution, or use of any Confidential Information. The licensing or distribution of software incorporating processes or techniques that are not readily ascertainable from the normal use of the software does not constitute a public disclosure of such processes or techniques. The receiving Party agrees that, in addition to all other remedies provided at law or in equity, the disclosing Party shall be entitled to seek injunctive relief hereunder. The obligations of this provision shall survive for two (2) years after any termination or expiration of this Agreement. CLIENT represents and warrants that it shall provide written notice to MAINLINE in the applicable SOW that CLIENT will be providing MAINLINE with access to data regulated by law – such as personal health information, personally-identifiable information, federal tax information, et cetera.

8. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY.

- 8.1 MAINLINE warrants and represents that it shall comply with all applicable federal, state and local laws, regulations and rules and provide Services in a good and workmanlike manner and in accordance with generally accepted practices and procedures.
- 8.2 Intentionally Omitted.
- 8.3 Intentionally Omitted.
- 8.4 **UNDER NO CIRCUMSTANCES WILL MAINLINE'S OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, SUBCONTRACTORS, SUPPLIERS, SUCCESSORS, OR ASSIGNS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR FOR LOSS OF PROFITS, REVENUE, OR DATA IN AN ACTION ARISING IN CONTRACT.**

9. INTELLECTUAL PROPERTY.

- 9.1 Unless otherwise agreed in an applicable SOW, all Work Product developed for CLIENT pursuant to this Agreement shall be the sole and exclusive property of CLIENT upon MAINLINE'S receipt of payment for such Services. Thereafter, CLIENT shall own all right, title and interest in the Work Product. Notwithstanding the foregoing, MAINLINE may develop and license work product similar to CLIENT's Work Product without any restrictions so long as such work product excludes any Client Confidential Information. All rights, title, and interest in and to the Consulting Methodology remain the property of

MAINLINE. MAINLINE retains full ownership of the Consulting Methodology and is free to use the Consulting Methodology in future projects. To the extent that any Work Product incorporates Consulting Methodology, MAINLINE hereby grants to CLIENT a non-exclusive, perpetual, revocable, worldwide, royalty-free, transferable license to use, execute, reproduce, display, perform, and distribute, among CLIENT and its Affiliates only, copies of the Consulting Methodology.

10. RELATIONSHIP OF THE PARTIES AND INSURANCE.

- 10.1 The Parties are independent contractors and neither Party is an employee, agent, partner, or joint venture of the other Party. Neither Party shall have the right to bind the other Party to any agreement with a third party or to incur any obligation or liability on behalf of the other Party. Each Party assumes full responsibility for its actions and the actions of its personnel in rendering performance pursuant to this Agreement, and each Party shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like of its personnel. Each Party assumes full responsibility for the acts of all its subcontractors.
- 10.2 Except for the Workers Compensation and Professional Liability policies, and where not permitted by law or regulation, CLIENT shall be listed (or "included") as an additional insured on each policy with respect to losses or claims referred to herein. Upon written request, CLIENT shall be provided with a certificate of insurance providing evidence thereof. MAINLINE shall immediately notify CLIENT of any cancellation notice received from any of the insurance carriers.
- 10.3 Both MAINLINE and CLIENT are free to enter into similar agreements with others, set their own prices, and conduct their business in whatever way they choose, provided that there is no interference with performing the obligations under this Agreement.

11. TERM AND TERMINATION.

- 11.1 This Agreement will commence on the date set forth above and shall remain in full force, unless earlier terminated by either Party in accordance with the terms and conditions of this Agreement.
- 11.2 Either Party will have the right to terminate this Agreement, in whole, including any or all SOWs, if: (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing; or (iv) the other Party ceases to do business, or otherwise terminates its business operations.
- 11.3 Either Party may terminate the Agreement without cause by providing the other Party with written notification thirty (30) days prior to the effective date of such termination.
- 11.4 Upon termination, CLIENT will pay MAINLINE those amounts due to MAINLINE. CLIENT will also reimburse those expenses of MAINLINE which were incurred prior to termination. In addition to such reimbursement of expenses, should CLIENT terminate a SOW, in whole or in part, less than seven (7) calendar days prior to the date MAINLINE is scheduled to

commence performance of Services, then CLIENT shall pay MAINLINE a termination fee as set forth in the SOW or, if no such fee is specified in the SOW, a termination fee of 15% of the price of the Services terminated, which CLIENT hereby agrees to pay.

12. NON-SOLICITATION OF EMPLOYEES.

12.1 During the term of this Agreement and for a period of twelve (12) months thereafter (the "Non-solicitation Period"), neither Party shall solicit for employment or otherwise grant employment to any employee of the other Party who has been introduced to such Party through this Agreement, without the prior written consent of the other party. Notwithstanding the foregoing, this Section 12.1 shall not preclude either party from hiring any person employed by the other party where such person independently responds to an employment opportunity transmitted by the other party to the general public (such as newspaper, magazine, broadcast, Internet, or employment agencies) or if a period of twelve (12) months has expired since work was performed under the most recent SOW. If either Party hires an employee in violation of this Section 12.1, then the hiring party agrees to pay the other party, as liquidated damages, an amount equivalent to seventy-five percent (75%) of such person's starting annual salary, unless otherwise agreed. Such liquidated damages shall be paid within thirty (30) days following the date upon which the person begins his or her new employment relationship.

13. NOTICES.

13.1 All notices (including requests, consents or waivers) made under this Agreement shall be in writing and sent by courier, prepaid registered mail, or delivered by hand. MAINLINE will send notices to the CLIENT at the address listed at the beginning of this Agreement. CLIENT will send notices to MAINLINE as follows: Corporate Counsel, 1700 Summit Lake Drive, Tallahassee, Florida 32317. Either Party may change its notice address by proper notice to the other Party.

14. INDEMNIFICATION.

14.1 Subject to limitations on liability contained in this Agreement, MAINLINE shall defend, indemnify and hold CLIENT, its agents, employees, affiliates, officers and directors, harmless from and against any third party claim relating to bodily injury or damage to tangible personal property or real property (including reasonable attorneys' fees), proximately caused by MAINLINE's negligent performance under this Agreement and any SOW, provided: (1) CLIENT notifies MAINLINE promptly in writing of any such claim; (2) CLIENT provides reasonable assistance in defending the action; and (3) MAINLINE has the sole right to control the defense of such suit provided, however, MAINLINE shall not enter into a settlement agreement or judicial decree without CLIENT's consent which consent shall not be unreasonably withheld.

14.2 Intentionally Omitted.

14.3 MAINLINE shall defend and indemnify CLIENT from and against third party claims directly resulting from a Security Breach caused by MAINLINE'S gross negligence or willful misconduct. For purposes of this indemnity, "Security Breach" shall mean unauthorized use or disclosure of Confidential Information or other breach of security that could result in the unauthorized use or disclosure of Confidential Information.

15. GENERAL PROVISIONS

- 15.1 **FORCE MAJEURE.** Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, or strikes (each a "force majeure event"), provided that such Party gives prompt written notice thereof to the other Party. The time for performance will be extended for a period equal to the duration of the force majeure event.
- 15.2 **GOVERNING LAW/VENUE.** Exclusive venue for any dispute shall be Marion County, Indiana. The applicable law governing this Agreement shall be Indiana law.
- 15.3 **DISPUTE RESOLUTION.** In the event of a dispute between the Parties related to this Agreement or a deliverable listed in a specific SOW under this Agreement, the Parties shall attempt to resolve the dispute between the operations personnel of the Parties. Failing resolution at that level, the Parties shall refer the dispute to management who will meet, by phone or in person, to resolve the dispute. If after thirty (30) days following referral of the dispute to management the dispute remains unsettled, either Party may file a legal action, subject to Section 15.2, above.
- 15.4 **SEVERABILITY.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid, and enforceable.
- 15.5 **PARAGRAPH HEADINGS AND INTERPRETATION.** The paragraph headings contained herein are for reference only and will not be considered substantive parts of this Agreement. The use of the singular or plural shall include the other form. Similarly, when applicable, a reference to one gender shall include the other.
- 15.6 **NO WAIVER.** Upon a Party's breach or default hereunder, the other Party's failure, whether single or repeated, to exercise a right hereunder shall not be deemed to be a waiver of that right as to any future breach or default.
- 15.7 **EXCLUSIVE REMEDIES.** [Deleted]
- 15.8 **ASSIGNMENT.** Neither Party may assign this Agreement or any rights granted in this Agreement to any third party in whole or in part, except with the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 15.9 **TRADEMARKS.** Neither Party shall, at any time, utilize the other's name or any trademark(s), service mark(s) or trade name(s) in any advertising or publicity without the prior written consent of the other.
- 15.10 **COMPLIANCE WITH LAWS.** Each Party shall, at its own expense, comply with any governing law, statute, ordinance, administrative order, rule or regulation relating to its duties, obligations and performance under this Agreement and shall procure all licenses and pay fees and other charges required thereby.
- 15.11 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which together shall constitute one and the same instrument.
- 15.12 **SURVIVAL.** Sections 5 through 9, 12, 14, 15.2, 15.3, 15.7 and 15.9 shall survive any termination or expiration of this Agreement.

- 15.13 COMPLETE AGREEMENT. This Agreement, along with CLIENT'S Addendum, constitute the exclusive and entire agreement between the Parties with respect to its subject matter, and as of the effective date, supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, relating to its subject matter. Any unilateral terms or conditions on any materials that CLIENT regularly uses (e.g., pre-printed materials, order forms, invoices, browse-wrap or click-wrap terms and conditions) will be null and void and of no consequence whatsoever in interpreting the Parties' legal rights and responsibilities as they pertain to products or services provided by MAINLINE. The Parties agree that unless other terms are specifically acknowledged or initialed by a MAINLINE officer, or an employee to whom MAINLINE's Board of Directors has delegated the authority to sign contracts on behalf of MAINLINE, the terms and conditions found herein shall prevail.

[SIGNATURES ON NEXT PAGE]



MASTER SERVICES AGREEMENT

MIS-S013018-SI

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date indicated below.

State of Indiana

MAINLINE INFORMATION SYSTEMS, INC.

BY: _____
(AUTHORIZED SIGNATURE)

BY: _____
(AUTHORIZED SIGNATURE)

NAME: _____
(PRINT NAME)

NAME: _____
(PRINT NAME)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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EXHIBIT A: RESELLER ADDENDUM

Notwithstanding anything in the Agreement to the contrary, the terms and conditions contained in this Exhibit A - Reseller Addendum constitute the sole and exclusive terms governing the sale of new Hardware and Third Party Products, as defined below, from MAINLINE to CLIENT.

PURCHASE: MAINLINE agrees to sell and CLIENT agrees to purchase from MAINLINE the items listed in MAINLINE's proposals from time to time for CLIENT's internal use in accordance with the terms and conditions specified in this Exhibit A – Reseller Addendum.

Description of Hardware and/or Third Party Products:

HARDWARE: All new hardware products listed in MAINLINE's proposals to CLIENT from time to time

THIRD PARTY PRODUCTS: All software, maintenance, and remarketed third party services and any other items listed as "Third Party Products" in MAINLINE's proposals to CLIENT from time to time

SHIPPING COST: CLIENT is responsible for shipping costs. When applicable, shipping costs shall be stated in the proposal, and MAINLINE shall include the shipping costs on the MAINLINE's invoice to CLIENT. Expedited shipping requests will result in additional shipping fees being charged to CLIENT.

INSURANCE COST: MAINLINE will provide at no cost to CLIENT, standard shipping and transportation insurance.

TRANSFER OF TITLE & RISK OF LOSS: MAINLINE shall retain title and risk of loss during shipment. Upon delivery of Hardware, title and risk of loss for the Hardware transfers to the CLIENT.

INSTALLATION COST: The cost, if any, for installing the Hardware will be shown on the invoice, if installation is required and more than incidental to the delivery of Hardware. CLIENT agrees to provide a secure location and safe working environment for the delivery and installation of Hardware. If Hardware is not made available for installation within six (6) months from the date the Hardware ships, installation will be subject to a charge under an applicable services agreement.

WARRANTY: MAINLINE warrants that new Hardware included in this sale to CLIENT, if any, is eligible for all warranties and indemnities provided by the manufacturer. MAINLINE will provide a copy of the applicable warranties prior to the execution of any proposal so that CLIENT can determine whether or not to enter into the proposal.

MAINLINE warrants that it is an authorized remarketer of any Third Party Products. For all Third Party Products, the applicable third party will be the party responsible for providing the Third Party Products to CLIENT and CLIENT will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Products. CLIENT acknowledges that the Hardware may include Third Party Products in which MAINLINE has no ownership or other proprietary rights and no title thereto shall be transferred hereunder. Any Third Party Products' agreement shall be separate and distinct from these Terms, and MAINLINE and its assigns shall not have any rights or obligations thereunder or with respect to such Third Party Products. The basic concept behind this provision is that a third party manufacturer, not MAINLINE, shall be responsible for any claims or damages arising from or related to the provision of its products to CLIENT. That said, in the event that MAINLINE has agreed to disclaim any warranties or indemnities in its own agreements with a third party manufacturer whose products MAINLINE remarkets to CLIENT in turn, MAINLINE will be responsible for claims or damages that would otherwise be covered by the disclaimed warranties and indemnities.



MASTER SERVICES AGREEMENT

MIS-S013018-SI

PAYMENT TERMS: CLIENT agrees to pay MAINLINE the full amount due upon receipt of the invoice. Payment terms are net thirty (30) days. CLIENT also agrees to pay interest at a rate equal to the lesser of 1 ½ % per month, or the highest amount allowed by law on all amounts that are past 30 days of the invoice date. If CLIENT should default on any payment(s), MAINLINE has reserved the right to declare all invoice amounts due and payable without notice to customer. CLIENT agrees to reimburse MAINLINE for all reasonable collection costs in collecting past due invoices.

TAXES: CLIENT is responsible for any taxes associated with this transaction as required by the applicable tax jurisdiction for this transaction. If CLIENT is exempt from tax, then CLIENT agrees to provide a valid sales tax exemption certificate prior to MAINLINE ordering the Hardware.

CONFLICTING DOCUMENTS: If any of the terms or conditions in this Agreement conflict with any other document related to this purchase/sale, then this Agreement takes precedence in all such conflicts.

Notwithstanding the foregoing, CLIENT acknowledges and agrees that the terms and conditions of this Reseller Addendum apply solely to the Hardware listed above. MAINLINE warrants that it is an authorized remarketer of any third party software, maintenance or support services listed above ("Third Party Products"), and as such MAINLINE will invoice and collect payment from CLIENT pursuant to the payment terms incorporated herein. The applicable service provider or licensor will contract directly with CLIENT relating to performance of Third Party Products. For IBM maintenance, the terms and conditions of the applicable IBM agreements including, but not limited to the Customer Agreement, Master Services Attachment and Service Schedules will govern the performance of services.

CLIENT acknowledges and agrees that MAINLINE's acceptance of CLIENT's order for Third Party Products is contingent upon CLIENT executing the applicable third party's required terms and conditions within thirty (30) days of placing the order for Third Party Products with MAINLINE. If CLIENT fails to execute the applicable third party's required terms and conditions within such thirty (30) day period, MAINLINE reserves the right, at its option, to either (i) reject CLIENT's order, or (ii) cancel CLIENT's order and refund amounts paid by CLIENT to MAINLINE for such Third Party Products.

EXHIBIT "B"

MAINLINE ORDERING AGREEMENT

OA #000000000000000000XXXXX

This Order, dated **MM/DD/YYYY** is entered into by and between **AGENCY NAME** (hereinafter referred to as "State") and **Mainline Information Systems** (hereinafter referred to as "Contractor"), and is executed subject to the terms and conditions of Contract Addendum #25605 dated MM/DD/YEAR, entered into by and between the State of Indiana, Indiana Office of Technology and Mainline Information Systems.

In the event of conflict between any of the terms and conditions of this Ordering Agreement and those of the Contract Addendum #XXXXX, the contract will take precedence. Contract #25605 is incorporated by reference and made a part of this order.

The entire agreement consists of:

- This ordering agreement
- Contract #25605 and amendments
- (Mainline Statement of Work and/or Quote)

Narrative Summary of the Order:
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Order term begins MM/DD/YYYY and ends MM/DD/YYYY

Total remuneration under this order shall not exceed (\$DOLLAR AMOUNT).

The remainder of this page has been intentionally left blank.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Mainline Information Systems

Indiana Office of Technology

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Indiana Office of Technology By: (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration By: (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Approved by: State Budget Agency By: (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	J298453	Davis,Jeremy	05/11/2018 12:34:59PM	Agency Fiscal Approval
2	J298453	Davis,Jeremy	05/11/2018 12:34:59PM	Agency Fiscal Approval
3	T278748	Glickman,Tammera	05/15/2018 4:00:21PM	IDOA Legal Approval
4	J336860	Jacoboski,Joshua Aaron	05/18/2018 1:03:51PM	SBA Approval
5	M338811	Skarbeck,Molly H	05/18/2018 1:31:08PM	Attorney General Approval
6	N212647	Schuster,Nicole M	05/22/2018 12:35:57PM	Attorney General Approval