

INTERAGENCY COOPERATION ACT CONTRACT

TFC Contract No. 16-133-000

CONTRACT No. 308-17-0039

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT AND AGREEMENT is entered into by and between the State Agencies shown below as Contracting parties pursuant to the authority granted by and in compliance with the provisions of the Interagency Cooperation Act, Chapter 771, Texas Government Code.

1. CONTRACTING PARTIES

Performing Agency: State Auditor's Office (SAO)

Receiving Agency: Texas Facilities Commission (RA)

2. GENERAL PURPOSE OF THE WORK

The purpose of this work is to provide the RA with access to the software program known as 'Teammate' (hereinafter 'Teammate'). The SAO has purchased licenses and maintenance for Teammate through the procurement options available to the SAO as a legislative agency. Through the license agreement, affiliates of the SAO can use the licenses purchased by the SAO. Through this interagency agreement, the RA agrees that it is an affiliate of the SAO for the limited purpose of using a Teammate license.

Also through this interagency agreement, the SAO will permit the RA to use licenses purchased by the SAO. Support is available directly from ARC Logics, a Wolters Kluwer business.

The RA agrees that it is responsible for using the license in accordance with the provisions of the Global License Agreement (Attachment B) and amendment to the license (Attachment C) between the SAO and ARC Logics. The RA shall also provide access to the SAO to verify compliance with the license agreement. The RA agrees to cooperate with SAO by allowing SAO access to the RA premises, equipment and personnel and by preparing any necessary documentation requested by the SAO relating to the RA's use of the software.

For informational purposes, the following documents are attached to this agreement:

- Point of Contact (Attachment A)
- Global License Agreement (Attachment B)
- Amendment to License (Attachment C)

3. STATEMENT OF SERVICES TO BE PROVIDED

RA may use 3 licenses and copies of Teammate. RA will reimburse the SAO \$235.00 per license provided by the SAO for reimbursement of a maintenance fee for support from ARC Logics until August 31, 2017. RA will provide the SAO with a contact person(s) designated in Attachment A.

As needed, the SAO may request the RA to provide status briefings on the use of the software.

4. TERM OF CONTRACT

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The license provided to the RA via this interagency contract shall be effective through August 31, 2017. By signing this contract, the RA agrees to comply with the terms and conditions of the license provided herein as reflected in Attachments B and C. The RA shall only use the license according to the terms of the license as provided in the agreement between ARC Logics and the SAO.

This contract will begin September 1, 2016 and will end no later than August 31, 2017. The parties may agree to annually extend the term of this contract.

5. RECEIVING AGENCY RESPONSIBILITIES

Responsibilities of the RA include:

- Designating an individual to be responsible and accountable for overseeing this contract and to be the designated contact for a representative from the SAO on this contract, as identified in Attachment A.
- Establishing and maintaining control over the use of the software to ensure that it meets RA objectives.
- Providing reasonable access to appropriate records or equipment in a timely manner that facilitates the ability of the SAO to verify the appropriate use of the software.
- Providing SAO reasonable access to the RA "point of contact" as indicated in Attachment A.
- Contacting the designated SAO personnel (see Attachment A) should there be any questions, concerns, or information needs.
- Ensuring that entering into this interagency contract complies with all applicable statutes and regulations related to procurement of software, including any restrictions in the general appropriations act.
- Inform the SAO by May 31, 2017 if the RA intends to not continue using the software. The RA understands that continued use of the software is not guaranteed after the termination of this agreement and any continued use may involve increased reimbursements.
- In the event that the RA does not reimburse amounts identified to the SAO within 30 days of receipt of an invoice from the SAO or this contract is otherwise terminated, the RA shall provide access to the SAO to ensure that Teammate is uninstalled on the computers of the RA, or, at the discretion of the SAO, shall provide appropriate documentation to ensure that Teammate is uninstalled on the computers of the RA.

6. CONTRACT AMOUNT

The total charge to the RA for SAO to perform the items referenced in Section 3 (Statement of Services to be Provided) is \$ 705.00. SAO will invoice RA for this amount within two weeks of execution of this agreement. The RA shall reimburse the SAO within thirty (30) days after the receipt of invoices from the SAO from appropriation items or accounts from which like expenditures normally would be paid for similar resources, based upon vouchers drawn by RA payable to the SAO. The SAO will credit RA payments to current appropriation item(s) or account(s) from which the expenditures of that character originally were made

- Payment shall be made in accordance with Government Code 771.008.

7. CONTRACT AMENDMENTS

Any additions, deletions, or amendments to this contract must be in writing and signed by both parties.

8. TERMINATION

TFC Contract No. 16-133-000

Notwithstanding the term of the contract specified in Section 4, either party may immediately terminate and bring to an end performance under this contract by providing three (3) days written notification to the other party. If this contract is terminated by the SAO for any reason, the SAO shall not be liable for any damages resulting from such termination. In the event this contract is terminated by either party for any reason, RA shall not be entitled to return of any amounts reimbursed to the SAO under this contract except in the circumstances specified in this section. In the event that the SAO receives a refund of license fees from ARC Logics and this agreement is terminated by the SAO, the RA is entitled to a pro rata refund of amounts paid under this agreement based on the amount received by the SAO from ARC Logics and the number of licenses RA uses under this agreement compared to the total number of licenses purchased by the SAO. If the SAO's Global Licensing Agreement is terminated for any reason, this agreement will automatically terminate. The SAO will provide RA with as much notice as is reasonably possible under such circumstances. The RA understands and agrees that it will then be responsible for future software purchases and maintenance fees.

9. INCREASE IN COST OF LICENSE

The cost of software licenses is based on a variety of factors, including the number of licenses purchased. The RA understands and agrees that the cost per license may change from year to year.

10. LIMITATION ON SERVICES COVERED BY THIS AGREEMENT

The contracting parties understand that this agreement covers only the services described in Section 3. If RA chooses to use other products or services offered by ARC Logics and/or Wolters Kluwer, those services must be contracted for under a separate agreement with ARC Logics and/or Wolters Kluwer.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangement serves the interest of the economical administration of the State Government, and (3) the services, supplies, or material contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder. The RA further certifies that it has the authority to contract for the above services.

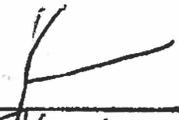
The undersigned parties bind themselves to the faithful performance of this contract.

TEXAS FACILITIES COMMISSION:

By:  Date: 7/19/16 Click here to enter a date.

Print Name: Harvey Hilderbran

Title: Executive Director

Legal: 
Date: 7/22/16

STATE AUDITOR'S OFFICE:

By:  Date: 8/10/2016 Click here to enter a date.
Manager

Printed Name: Jon Knippa

INTERAGENCY COOPERATION ACT CONTRACT

ATTACHMENT A

The following listing represents the designated contact personnel for the above reference contract. The Point of Contact and the Billing Contact for the Receiving Agency must be an agency employee.

Point of Contact for the State Auditor's Office (SAO)

George Gaydos, Senior System Support Specialist

Mailing Address: State Auditor's Office

P.O. Box 12067

Austin, TX 78711-2067

Phone: (512) 936-9784

Fax: (512) 936-9400

Email: ggaydos@sao.state.tx.

Point of Contact for the Receiving Agency

Name: Jennifer Wu

Title: Auditor

Mailing Address: 1711 San Jacinto Blvd.

Austin, Texas 78701

Phone: 512-463-6875

Fax: NA

Email: jennifer.wu@tfc.state.tx.us

Billing Contact for the Receiving Agency

Name: Daniel Benjamin

Title: Director of Accounting

Mailing Address: 1711 San Jacinto Blvd.

Austin, Texas 78701

Phone: 512-463-3591

Fax: NA

Email: daniel.benjamin@tfc.state.tx.us

Global License Agreement
Terms & Conditions

1. License

a) Subject to the terms and conditions contained herein, Licensor hereby grants to Licensee a perpetual nontransferable, nonexclusive, royalty-free license, without rights of sublicense (the "License"), to use the Software described in the rider (the "Rider") in object code only in accordance with these terms and conditions and the Rider (collectively, this "Agreement"). The term Software includes, but is not limited to, the programs comprising the software, the media on which the software is stored, the computer code related thereto, the designs, materials, documentation and information embodied therein, together with all updates, upgrades, modifications, additions and enhancements thereto that may be provided to Licensee by Licensor. b) Licensee acknowledges and understands that, as between the parties, Licensor is the sole owner of all rights, title and interest (including all intellectual property and proprietary rights) in and to the Software, including, without limitation, all copyright, patent, trade secret and trademark rights related thereto and Licensee shall have no rights, title or interest therein or thereto other than the limited license expressly set forth herein. Licensee understands that Licensor considers the Software to be a trade secret. Licensee may use the Software only for Licensee's own internal business purposes and for the processing of Licensee's own data only and not for any other purpose, including but not limited to any service bureau mode or for the benefit of third parties, except Licensee may use the Software to perform services on behalf of its affiliates. For the purposes of this Agreement affiliates are entities controlled or managed by Licensee. c) Undefined terms shall have the meaning set forth in the Rider. The Rider shall include the formal names of the Licensor and Licensee, a description of the Software, the governing law, the Effective Date, the License Fees, the number of Software users and other provisions the parties deem appropriate.

2. Ownership of Developed Materials

All materials developed by Licensor and/or Licensee that are related to or comprise the Software, including but not limited to, all software modifications, customizations, developments, specifications, updates and upgrades, derivative works, or other materials based on the Software (whether or not developed by or for the Licensee) (collectively "Materials"), shall be and remain the property of Licensor, and Licensee shall not obtain any rights or interests therein. Licensor hereby grants, assigns and conveys to Licensor all rights, title and interest in and to the Materials, including all copyrights, trademarks, service marks, patents and trade secrets therein or thereto.

3. Delivery, Installation, Copies

a) On or about the effective date (the "Effective Date") set forth in the Rider, Licensor will deliver the Software to Licensee in the manner and in the quantity denoted in the Rider. Responsibility for the installation of the Software at such location and verification that the Software is operating in accordance with its specifications shall be the Licensee's responsibility. Licensor shall bear all risk of loss until delivery, and thereafter Licensee shall bear all risk of loss. b) Licensee may make a reasonable number of copies of the Software for internal backup and for installation purposes, provided that Licensee affixes to such copy the Licensor copyright notice(s) provided on the Software. Licensee shall not (and shall not allow any third party to) otherwise copy, or modify, decompile, disassemble or otherwise reverse-engineer the Software.

4. Maintenance and Support

a) If Licensee purchases maintenance and support ("Maintenance"), Licensor agrees to provide updates, upgrades, corrections and enhancements covering common functional and performance issues, as Licensor deems appropriate and any additional support services, if any, as denoted in the Rider. b) Any other services by Licensor shall be provided only under a separate written agreement executed by Licensee and Licensor. c) Licensee agrees to install all corrections, enhancements, updates and upgrades within a reasonable time after receipt thereof. Licensee acknowledges and agrees that only the current version of the Software and the immediately prior release will be supported by Licensor. d) Upon one year's written notice to Licensee, Licensor reserves the right to discontinue providing Maintenance. Licensor will refund to Licensee a prorated portion of the current period's pre-paid Maintenance Fee.

5. Number of Software Users

Licensor affirms that the number of users set forth on the Rider is Licensee's good faith estimate of the number of Software users as of the Effective Date of this Agreement. Licensee agrees that it will internally verify the number of users quarterly and annually report the number of users in writing, at Licensor's request. If the number of users exceeds the number set forth in the Rider, Licensee shall promptly so advise Licensor, the parties will be deemed to have amended the Rider to reflect the additional users, and Licensee shall promptly remit to Licensor any increased License Fees and Maintenance Fees due to Licensor by virtue of such additional users. Such fees shall be payable as of the date such additional users began using the Software. Licensee shall maintain complete and accurate records supporting the basis of its reported user counts. If requested by Licensor, Licensee shall provide Licensor with such records for independent verification.

6. License Fee; Maintenance Fees and Taxes

a) After the initial license period, Licensee agrees to pay to Licensor the Maintenance fee (the "Maintenance Fee"). Fees for Maintenance renewal will be invoiced at the beginning of the calendar quarter during which the Effective Date occurs. All Maintenance Fees are due within 30 days of receipt of invoice. The Maintenance Fee is subject to change by Licensor without notice to Licensee. b) There shall be added to the charges under this Agreement, and Licensee agrees to pay to Licensor, any taxes, levies and duties, however designated or levied, domestic or foreign, based upon such charges, this Agreement, the Software (or media on which the Software is embodied), or its use, including without limitation local sales, privilege or excise taxes.

7. Limited Warranty and Exclusive Remedy

a) Licensor warrants that it has the right to grant the license to use the Software as set forth in this Agreement; and, that the Software will perform substantially as described in the user documentation, as modified from time to time, for 90 days from the delivery date. As the sole remedy for breach of this warranty, Licensor shall correct or otherwise provide a work around or remedy, at no charge to Licensee, for breaches of this warranty which are reported to Licensor within the 90 day warranty period; or, at Licensor's option, Licensor may terminate this Agreement and refund the fees paid by Licensee. This warranty does not apply to and Licensor shall have no responsibility for Licensee operator errors, Licensee hardware or operating system failures, problems due to changes in the Software made by any party other than Licensor, failure to use the Software in accordance with this Agreement and the documentation, use of the Software on equipment/operating system software environment other than as set forth in the technical documentation. b) EXCEPT FOR THE EXPRESS WARRANTIES STATED IN SUBSECTION (a) OF THIS SECTION, LICENSOR AND ITS SUPPLIERS MAKE NO WARRANTIES, AND EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, OR ARISING OR IMPLIED BY CUSTOM, USAGE, OR COURSE OF PERFORMANCE, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The provisions of this Section 7 shall survive termination of this Agreement for any reason.

8. Limitation of Liability

Licensor, its suppliers' and its affiliates' entire and collective liability arising out of or related to this Agreement, including without limitation on account of performance or nonperformance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the amounts paid to Licensor under this Agreement in the 12-month period preceding the accrual of the cause of action. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL LICENSOR, ITS SUPPLIERS OR ITS AFFILIATES BE LIABLE FOR ANY AMOUNTS FOR (i) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY

DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY ERRORS, DEFICIENCIES, MALFUNCTIONS, DELAYS, LOSS OF DATA, LOSS OF PROFIT, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, OR (B) ANY CLAIM BY ANY THIRD PARTY OTHER THAN A CLAIM SUBJECT TO SECTION 9 OF THIS AGREEMENT. The limitations of liability under this Paragraph will be applied to the maximum extent permitted by applicable law, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to make it enforceable under applicable law. The provisions of this Section 8 shall survive termination of this Agreement for any reason.

9. Infringement Indemnity

a) Licensor agrees to indemnify, defend and hold harmless Licensee from and against any and all amounts payable under any judgment, verdict, court order, or settlement to the extent resulting from any unaffiliated third party allegation that the Software infringes such party's patent, copyright, trademark or trade secret rights in the jurisdiction in which the Software is being licensed. Should Licensee's use of the Software be determined to have infringed, or if, in Licensor's judgment, such use is likely to infringe, Licensor may, at its option: (i) procure for Licensee the right to continue using the Software; or (ii) replace or modify it to make its use non-infringing while not materially changing its functionality. If neither of the above are available on a basis that Licensor finds commercially reasonable, then, Licensor may terminate this Agreement, Licensee shall return the Software to Licensor and Licensor will refund to Licensee the unamortized portion of the License Fee paid hereunder, based on a five-year estimated life. b) This infringement indemnity does not cover claims arising from: (A) the combination of the Software with products or services not provided by Licensor; (B) the modification of the Software by any person, other than Licensor; (C) modifications to the Software complying with or based upon designs, specifications or other information provided by or at the direction of Licensee; (D) use of any portion of the Software in a manner not permitted or contemplated by this Agreement. c) The Indemnity in this Section 9 is contingent upon: (1) Licensee promptly notifying Licensor in writing of any claim which may give rise to a claim for indemnification; (2) Licensor being allowed to control the defense and settlement of such claim; and (3) Licensee cooperating with all reasonable requests of Licensor (at Licensor's expense) in defending or settling a claim. Licensee shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. The indemnification provisions of this Section 9 shall survive the termination of this Agreement for any reason.

10. Term and Termination

a) This Agreement shall commence on the Effective Date and shall remain in force until terminated as set forth in this Section. b) The provision of Maintenance under this Agreement as described in section 4.a) will begin as set forth on the Rider, and will continue thereafter for at least the initial period as set forth in the Rider. Licensee may terminate Maintenance at the end of such initial period by providing Licensor with written notice at least 90 days prior to the anniversary of the Effective Date. Either party may terminate Maintenance at any time upon 30 days prior written notice if the other party materially fails to comply with any of the terms and conditions of this Agreement and such failure is not cured by the end of such 30-day period. c) Upon termination of this Agreement for cause, Licensee shall immediately cease using the Software, return all Software and all copies thereof, in whatever form, to Licensor, return to Licensor all Confidential Information in tangible

form, destroy or erase any computer entries, database entries and any other recordation of Licensor Confidential Information. Each party, upon termination of this Agreement or otherwise upon demand, at the other party's option, shall either return to the other party or destroy and certify in writing to the other party the destruction of any and all documents, papers and materials and notes thereon in each party's possession, including copies or reproductions thereof, to the extent they contain Confidential Information.

11. Confidential Information

a) Licensor agrees that all data and other information identified as confidential by Licensee, are confidential information of Licensee. Licensee agrees that the Software and Materials are confidential information of Licensor. Licensee and Licensor confidential information are hereafter collectively referred to as "Confidential Information." The parties agree to use the same care and discretion to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). b) Each party may only disclose Confidential Information of the other to its employees who have a need to know it, provided that, prior to such disclosure, the disclosing party requires that each such employee understands and agrees to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. Neither party may disclose, copy, sell, assign, lease, rent or otherwise transfer Confidential Information to others without the prior written consent of the owner. c) Each party agrees that any actual or threatened use or disclosure of Confidential Information by the other in a manner inconsistent with this Agreement may cause the owner irreparable damage for which remedies other than injunctive relief might be inadequate, and the disclosing party agrees that the owner may seek injunctive or other equitable relief restraining such prohibited use or disclosure. d) This Section 11 shall survive any termination of this Agreement.

12. Miscellaneous Provisions

a) Licensee agrees not to transfer the Software to any country to which such transfer would be prohibited by any applicable export control law. b) Neither party may, nor shall have the power to, assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of the other party, except that each party may, without consent, assign or transfer this Agreement or its rights or obligations hereunder to a successor to its business to which this Agreement relates, provided: a reasonable person in the business of Licensee would not deem such successor to be a competitor of Licensor; and, that notice is given to Licensor of any such assignment. c) This Agreement will be governed by and construed in accordance with the laws of the legal jurisdiction denoted in the Rider, without giving effect to the conflicts of law provisions thereof. d) Any action for breach of this Agreement or any other action otherwise arising out of this Agreement must be commenced within one year from the date the right, claim, demand or cause of action first arose. e) No third party is intended to be, and no third party shall be, a third party beneficiary of this Agreement or any provision hereof. f) These terms and conditions and the Rider constitute the entire agreement between the parties. In the event of a conflict between these terms and conditions and the Rider, the Rider shall govern and control. All prior agreements, understandings and proposals, oral or written, between the parties relating to this subject are superseded by this Agreement. Notwithstanding any acknowledgment of a purchase order by Licensor, any provision or condition in any purchase order or other document which is in any way inconsistent with, or adds to, the provisions of this Agreement is null and void. This Agreement may only be modified or amended by a writing signed by both parties.



CONTRACT ADMIN
MAR 08 2013
RECEIVED

WKPS Use Only:
 Customer # 100067785
 Vendor # _____
 City, State Austin, Texas
 Prepared by: *mml*
 No Ink Agreement

TeamMate® Order Form
 to
 Global License, Support and Services Agreement

This TeamMate® Order Form ("Order Form") is identified as an (check one):

- Initial Order (the first order) OR Additional Order (an Initial Order exists)
 If this is an Additional Order, Customer's current Number of Users: 936

I. CUSTOMER INFORMATION FOR SHIPPING AND BILLING.

Sold To:	Billing: (if different from Sold To)
Customer: <u>Texas State Auditors Office</u>	<u>AWOC</u>
Attention: <u>Ralph McClelland</u>	_____
Title: _____	_____
Address: <u>Robert L. Johnson Building Ste 4-22d</u>	_____
<u>1501 North Congress Avenue</u>	_____
City, State, Zip: <u>Austin, Texas 78701</u>	_____
Phone Number: <u>(512) 936-9750</u>	_____
Fax Number: <u>(512) 936-9400</u>	_____
Email Address: <u>mcclendou@tso.state.tx.us</u>	_____

2. TEAMMATE - SELECTIONS AND PRES. Customer is licensing TeamMate with the following selections and corresponding fees. (Select all that apply)

Selection(s)	Number of Users	Initial Fee
<input checked="" type="checkbox"/> TeamMate Audit Management Software Suite	14 -3 transfer out	
<input type="checkbox"/> Full Hosting*		
<input type="checkbox"/> Lite Hosting*		

Support: Support is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor without notice to Customer.
 *Hosting Storage: Hosting includes one gigabyte (1GB) of storage per User per Term. Additional gigabytes may be subject to additional fees.

Ancillary Service(s) Selections	Number of Days/Reports (as applicable)	Fees/Day or Fees/Report	Fees
<input type="checkbox"/> Implementation Consulting <input type="checkbox"/> EWP* <input type="checkbox"/> TeamRisk <input type="checkbox"/> TeamSchedule <input type="checkbox"/> TeamMate TEC <input type="checkbox"/> TeamCentral *Mandatory (Two Days)	Days	\$3,000.00 Per Day	plus Expenses
<input type="checkbox"/> Module Training* <input type="checkbox"/> TeamMate EWP <input type="checkbox"/> TeamRisk <input type="checkbox"/> TeamSchedule <input type="checkbox"/> TeamMate TEC <input type="checkbox"/> TeamCentral <input type="checkbox"/> 360 Report Template Generation *Training is limited to 20 attendees and all training is	Days	\$3,000.00 Per Day	plus Expenses

onsite at Customer's location.			
<input type="checkbox"/> IT Services - Onsite Installation/ Data Migration	Days	\$2,500.00 Per Day	plus Expenses
<input type="checkbox"/> IT Services - Remote Installation/ Data Migration	Days	\$1,875.00 Per Day	
<input type="checkbox"/> IT Services - Hosting Set-Up	Days	\$1,875.00 One Time Set Up Fee	
<input type="checkbox"/> 360 Report Generation	Reports	Per Report	
<input type="checkbox"/> Custom Suite Report Generation	Reports	Per Report	
<input type="checkbox"/> Project Roll-Out Assistance: The Service Fee for Project Roll-Out Assistance Services is a percentage of the License Fees or Service Fees, as follows:			
<input type="checkbox"/> New Customer (1 to 30 Users) - Twenty percent (20%) of License Fees			
<input type="checkbox"/> New Customer (31 to 100 Users) - Fifteen percent (15%) of License Fees			
<input type="checkbox"/> New Customer (over 100 Users) - Ten percent (10%) of License Fees			
<input type="checkbox"/> Migration/Upgrade for existing Customer - Twenty percent (20%) of Total Service Fees			
<input type="checkbox"/> Chumpon Services			plus Expenses
<input type="checkbox"/> 30 hour level - \$7,500			
<input type="checkbox"/> 50 hour level - \$11,250			
<input type="checkbox"/> 100 hour level - \$20,000			
Total Fees			
Cancellation Notice: There is a twenty-five percent (25%) per day cancellation fee for cancellation of any Services by Customer within three (3) weeks of the scheduled date for such Services. In addition, in the event Customer prepaays for any Services and then chooses not to receive such Services within one (1) year of such payment, the amount paid for such Services hereunder shall be deemed forfeited.			

3. **AGREEMENT TERMS.** The Software, Support and related Services described herein are provided under the TeamMate® Global License, Support and Services Agreement and incorporated herein by reference and located at <http://www.arenity.com/teammate/global/en/global-en-whfs.pdf>, except to the extent there already exists a written agreement between Customer and Licensor covering such Software, Support and related Services, in which case the Software, Support and related Services described herein are provided under such existing written agreement (as applicable, the "Agreement"). By executing this Order Form, Customer is hereby agreeing to be bound the terms of the Agreement. This Order Form may contain additional terms and conditions which are not inconsistent with the terms of the Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.
4. **ADDITIONAL BUSINESS TERMS (IF ANY).** State of Texas is purchasing 14 additional licenses. They are also transferring 3 licenses to the Texas Water Development Board. The following sections of the Global License Agreement, Terms and Conditions ("GLA") are hereby amended:
- (1) Legal jurisdiction is hereby changed to Texas. (2) Section 10.b) is hereby amended as follows: the written termination notice period is hereby changed from 90 to 30 days. (3) The third and fourth sentences of Section 1.b) are hereby deleted and replaced with the following: "Licensee and its Affiliates may use the Software only for the Licensor's and Affiliate's own internal business purposes and for the processing of Licensee's and Affiliate's own data only and not for any other purpose, including but not limited to any service bureau mode or for the benefit of third parties. Licensee agrees that it shall remain responsible and liable to Licensor for all of the actions and omissions of its Affiliates with respect to the Software." (4) The last sentence of Section 1.b) is hereby deleted and replaced with the following: "For purposes of this Agreement, affiliates are entities that are controlled, under statutory oversight control, or managed by the Licensee."

The parties understand and agree that Licensor may enforce the terms of this Agreement and any amendment hereunder, may seek to enforce and/or enforce any of the obligations, rights or remedies afforded hereunder for any matter relating to this Agreement against Licensee or any Affiliate as if each was party to this Agreement. Licensor may pursue any remedies available to it in law or in equity. Licensee represents and warrants to Licensor that it has the authority to enter into this Agreement and to bind its Affiliates to the terms hereof. A list of Licensee's Affiliates is attached as page 3 to this Amendment. Licensee acknowledges that it is responsible for administering the licensing of its users inclusive of Affiliates. In

addition, Licensee agrees to track and ensure compliance with the authorized number of users, pursuant to the GLA. Licensee agrees to provide each Affiliate with a copy of the GLA and ensure their compliance therewith.

Part B of the TeamMate Rider to the Global License Agreement is amended as follows: "The Initial License Period for any New User Tiers shall include 12 months of Product Support (as defined in the Rider) and any product upgrades released during this 12-month period.

The first sentence of the section titled "Maintenance Renewal" shall be deleted and replaced with the following: "after the Initial License Period for any Initial Tier or New Tier of Users, additional 12-month maintenance renewal periods commence."

Tax status: Licensee is exempt from state and local taxes. An exemption certificate will be provided.

5. SIGNATURES. Customer and WKFS are required to sign this Order Form.

WOLTERS KLUWER FINANCIAL SERVICES, INC.
WKFS

Ruth Reichert
Authorized Representative
Ruth Reichert, Manager
Print Name and Title
3/18/13
Effective Date (date signed by WKFS)

CUSTOMER
TEXAS STATE AUDITORS OFFICE

Michael C. Appierky
Authorized Representative
Michael C. Appierky, Asst. St. Auditor
Print Name and Title
3/18/13
Date Signed

6815 Saukview Drive
Saint Cloud, MN 56302
800-397-2344 extension 126563
contractadmin@wolterskluwer.com

TeamMate
AMENDMENT
Dated: March 8, 2013

List of Licensee's Affiliates:

Capital Metropolitan Transportation Authority
Lamar University System
Office of Court Administration
Sam Houston State University
Stephen F. Austin University
Sul Ross University
Teacher Retirement System of Texas
Texas A&M System
Texas Attorney General's Office
Texas Commission Environmental Quality
Texas Comptroller of Public Accounts
Texas Department of Aging and Disability Services
Texas Department of Agriculture
Texas Department of Assistive and Rehabilitative Services
Texas Department of Family Protection Services
Texas Department of Housing and Community Affairs
Texas Department of Insurance
Texas Department of Motor Vehicles
Texas Department of Public Safety
Texas Department of State Health Services
Texas Department of Transportation
Texas General Land Office
Texas Governor's Office
Texas Higher Education Coordinating Board
Texas Juvenile Justice Department
Texas Lottery Commission
Texas Southern University
Texas State University
Texas State University System
Texas Tech University
Texas Woman's University
University of Houston
University of North Texas System
University of Texas System
 Health Science Center - Houston
 Health Science Center - San Antonio
 Health Science Center - Tyler
 M.D. Anderson Cancer Center
 University of Texas - Arlington
 University of Texas - Austin
 University of Texas - Brownsville
 University of Texas - Dallas
 University of Texas - El Paso
 University of Texas - Pan Am
 University of Texas - Permian Basin
 University of Texas - Southwestern Medical Center
 University of Texas - Tyler
 University of Texas Medical Branch - Galveston