

## **Qualys, Inc. Service Attachment 1**

**This Service Attachment** (the "Service Attachment"), is between Qualys, Inc. a Delaware corporation ("Service Provider") having its principal place of business at 1600 Bridge Parkway, Redwood Shores, CA 94065, and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40<sup>th</sup> Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement ("MCSA") between the Parties dated 11-15-2013.

### **1. Definitions.**

The defined Terms in the MCSA will have the same meanings in this Service Attachment as they do in the MCSA. There may be additional definitions contained herein.

### **2. Services.**

#### **2.1 Overview.**

Upon Subscribing Entity's completion of Registration and Service Provider's acceptance of Subscribing Entity's Registration request, Subscribing Entity will be entitled to use the Service in accordance with the Terms of this Service Attachment. The Service will permit Subscribing Entity to scan the IP addresses, web applications, externally facing websites ("Sites") and/or domain names or other assets (collectively referred herein as "Assets") identified by Subscribing Entity to Service Provider for those vulnerabilities, configuration checks, or malware and other malicious software contained within the Service's vulnerability and compliance database. Service Provider will automatically provide Subscribing Entity with the results of such scans, including reports summarizing Service Provider's findings regarding the Assets identified by Subscribing Entity for scanning (the "Reports"). Subscribing Entity must notify Service Provider or its Authorized Reseller, using the Service interface, of any changes in the Assets submitted for scanning. Subscribing Entity also must notify Service Provider or its Authorized Reseller in writing if Subscribing Entity desires to increase the number of Assets to be tested under the Service. Any increase in the number of Assets covered by the Service may require the payment of additional fees. If Subscribing Entity allocates IP address to devices by the Dynamic Host Configuration Protocol ("DHCP"), Subscribing Entity may submit a range (or ranges) of IP addresses for scanning, provided that Subscribing Entity will not be entitled to use the Service to scan a number of devices greater than the number covered by Subscribing Entity's subscription.

#### **2.2 User Name and Password.**

Upon Service Provider's acceptance of Subscribing Entity's Registration, Subscribing Entity will be registered and receive a user name and password for the Service. Qualys generates Subscribing Entity's password in encrypted form and only Subscribing Entity has access to it. Subscribing Entity will be responsible for keeping The State's user name and password confidential. Subscribing Entity shall notify Service Provider or its Authorized Reseller immediately upon learning of any unauthorized use of Subscribing Entity's user name or password. If the unauthorized use is at the fault of the Subscribing Entity, once it becomes aware and until such time as Subscribing Entity notifies Service Provider of any unauthorized use of Subscribing Entity user name or password, Subscribing Entity will be responsible for all activities and charges incurred through the use of Subscribing

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Entity's user name and password, and will be responsible for any, liability, direct damages, losses and costs subject to Section 3.4 Limitation of Liability and as determined by a court of competent jurisdiction.

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### 2.3 API.

Upon Service Provider's agreement, Subscribing Entity may choose to have access to the Service (excluding Enterprise Malware Detection Services) through Service Provider's proprietary API (the "API") by paying to Service Provider a non-refundable annual API Maintenance Fee, if applicable, according to Service Provider's pricing. If Subscribing Entity chooses the API option, during the period for which Subscribing Entity has paid the applicable API Maintenance Fee, Service Provider will provide Subscribing Entity with the API, through which Subscribing Entity may access and query the Service and receive raw data generated from scans of Subscribing Entity's Assets (the "Scan Data"). If the API option is selected, Service Provider hereby grants Subscribing Entity a nonexclusive, nontransferable, and revocable right to:

- a) access and process the Scan Data via the API for the purpose of generating Reports based on the Scan Data and
- b) use and reproduce such Reports solely for internal business purposes and solely for the purpose of vulnerability assessment with regard to the relevant Assets.

### 2.4 Card Programs.

Service Provider will provide Subscribing Entity, as part of the Service, a customized version of the Reports containing information designed to meet the criteria of the Service Provider-supported payment card compliance program of the PCI Security Standards Council (the "Card Program"). In certain circumstances, Service Provider personnel may also provide individualized assistance to Subscribing Entity to facilitate a determination regarding Subscribing Entity's compliance with Card Program. Service Provider provides the Service in connection with Card Program, including any customized Reports and individualized assistance, solely as a tool to enable Subscribing Entity to evaluate its compliance with such Card Programs. Subscribing Entity acknowledges and agrees that third party payment card organizations, and not Service Provider, establish the security criteria and other terms and conditions of the Card Program ("Criteria").

## 3. INTERNAL SCANNING.

**3.1 Hardware Scanner Appliances.** Service Provider hardware products, including the QualysGuard Intranet Scanner appliance delivered to Subscribing Entity under this Service Attachment ("Hardware") are provided to Subscribing Entity under subscription on an annual basis, during the term of the relevant subscription. Subscribing Entity acknowledges that not all Service subscriptions include Hardware.

(a) Service Provider will select the carrier for delivery and bear the cost of shipment, insurance and duties for delivery of the Hardware to the location designated by Subscribing Entity in an accepted Order. Notwithstanding the foregoing, Service Provider will not be liable for damage or penalty for delay in delivery.

(b) Subject to the Hardware warranty in Section 3.3 of this Service Attachment, Subscribing Entity assumes all risk of loss and shall pay for all cost of repair, replacement, or refurbishment caused by accident, misuse, abuse, neglect, or Subscribing Entity's other failure to install, use and maintain the Hardware in accordance

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with the applicable documentation and specifications. Subject to the terms and conditions of this Service Attachment, Service Provider and its suppliers grant Subscribing Entity a limited, non-exclusive, non-transferable, non-sublicenseable right to use the software embedded in the Hardware in executable code form only, during the term of the relevant subscription, solely as necessary to operate the Hardware in connection with the Service.

(c) Notwithstanding anything to the contrary in this Service Attachment, Service Provider will, at all times, retain title to the Hardware.

(d) Subscribing Entity may retain and use Hardware during any subscription renewal Term, provided that Subscribing Entity pays the applicable subscription fee for such renewal Term. Upon termination or expiration (including non-renewal) of this Service Attachment, within fifteen (15) days of such expiration or termination, all hardware must be returned in the same condition in which it was delivered to Subscribing Entity excluding reasonable wear and tear. Subscribing Entity will pay all return transportation and delivery costs.

#### **3.2 Virtual Scanner Appliance Image.**

**3.2.1 License.** The software provided for the QualysGuard Virtual Scanner Appliance ("Virtual Image Software" or "Image Software") is licensed, not sold, to the Subscribing Entity hereunder. Subscribing Entity acknowledges that not all Service subscriptions include Virtual Image Software. Subject to the terms and conditions of this Service Attachment and Subscribing Entity's compliance with them, Service Provider hereby grants Subscribing Entity a non-exclusive, non-sublicenseable limited license for the term of the relevant subscription to:

- a) install and use the Image Software for the number of instances Subscribing Entity has purchased subscriptions according to the configuration specifications provided in the relevant Service Provider documentation for Subscribing Entity's internal business; and
- b) use and reproduce the relevant Service Provider documentation provided for use in operating the Image Software.

**3.2.2** So long as Subscribing Entity does not exceed the scope of the subscription license Subscribing Entity has purchased from Service Provider, Subscribing Entity may move the Image Software to a different virtualization platform or make one (1) copy of the Image Software solely for backup or archival purposes. The default configuration approved by Service Provider is to install the Image Software on one (1) virtualization platform. Installation of the Image Software on additional virtualization platforms may require the purchase of additional subscription licenses. Service Provider, in its sole discretion, may approve in writing a different configuration for Subscribing Entity. Subscribing Entity may make copies of the relevant documentation in human readable form, provided that such copies are

- a) complete and not edited or abridged and
- b) include all copyright and other proprietary information and notices contained in the original.

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**3.2.3 Open Source Software.** Certain components of the Image Software (“Open Source Software”) provided to Subscribing Entity may be subject to a license that permits Subscribing Entity to modify these portions obtained by sending an email to [support@qualys.com](mailto:support@qualys.com) and redistribute the modifications (“Open Source License”). Some of the Open Source software may be subject to the GNU General Public License V2 (“GPL”) or the GNU Lesser General Public License (“LGPL”). Subscribing Entity’s use, modification and redistribution of the Open Source Software are governed solely by the terms and conditions of the applicable Open Source License which can be found at (<http://www.gnu.org/copyleft/gpl.html#SEC1>). A list of the Open Source Software and the applicable Open Source Licenses including the relevant source code can be obtained by sending an email to [support@qualys.com](mailto:support@qualys.com).

**3.3 Limited Scanner Warranty.** The Hardware and the Image Software are collectively referred to as the “Scanners.” Supplier warrants that, for the duration of the Order for each particular Scanner unit (the “Warranty Period”), such Scanner, when operated by Subscribing Entity in accordance with the applicable documentation and specifications, will function without Error. For purposes of this Agreement, an “Error” is a reproducible operational error that causes the Scanner to operate at material variance from its then-current specifications. Subscribing Entity’s exclusive remedy for breach of this warranty is to notify Supplier of the Error in writing during the Warranty Period, whereupon Supplier, as its sole obligation and liability, will at its election, either: (i) repair or replace, as applicable, the Scanner such that it operates without Error; or (ii) accept return of the Scanner and refund to Subscribing Entity a pro-rata portion of the subscription fee paid for such Scanner. Any error correction provided to Subscribing Entity will not extend the original Warranty Period. This Section 3.3 sets forth Subscribing Entity’s sole and exclusive remedy and Supplier’ entire liability to Subscribing Entity for any Error or other malfunction in the Scanner.

#### **4. USER RESTRICTIONS**

- 4.1 Subscribing Entity may use the Service and, if applicable, the Scanner only to scan Assets owned by and registered to Subscribing Entity, or for which Subscribing Entity otherwise has the full right, power, and authority to consent to have the System scan and/or map. Subscribing Entity may not rent, lease, or loan the System, or any part thereof. Neither may Subscribing Entity permit third parties to benefit from the use or functionality of the System via timesharing, service bureau arrangements or otherwise.
- 4.2 Subscribing Entity agrees not to reverse engineer, decompile, or disassemble the Scanners or any software that is embedded in or related to the Scanners or that provides the Service, or otherwise attempt to derive the processes by which the System is provided or the Reports are generated, except to the extent the foregoing restriction is expressly prohibited by applicable law.
- 4.3 Subscribing Entity may not use the System or the Scanners except for the limited purpose of vulnerability management, compliance checking, and/or malware detection with regard to the Assets for which Subscribing Entity has purchased a subscription package.
- 4.4 Subscribing Entity may not make any alteration, addition or modification to the Scanners; open, disassemble or tamper with the Scanner in any fashion; or transfer possession of the Scanners to any third party.

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- 4.5 Subscribing Entity may not download, export, or re-export any software or technical data received hereunder, including software and technical data embedded in the Hardware, regardless of the manner in which received, (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Service, Subscribing Entity is representing and warranting that Subscribing Entity is not located in, under the control of, or a national or resident of any such country or on any such list.

#### **5. USER OBLIGATIONS**

- 5.1 **Authority.** Because of the sensitive nature of performing security and compliance checks on Assets, Subscribing Entity represents and warrants that Subscribing Entity has full right, power, and authority to consent to have the Service test for vulnerabilities, compliance checking, or, as applicable, malware ("scan") the Assets identified to Supplier for scanning, whether electronically or by any other means, whether at the time of Services activation or thereafter. Without limiting any other remedy that Supplier may have, Subscribing Entity agrees to indemnify and hold Supplier harmless from and against any and all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by Supplier resulting from Subscribing Entity's breach of this Section 5.2.
- 5.2 **Back-up.** Subscribing Entity also acknowledges and agrees that the scanning of such Assets may expose vulnerabilities or the presence of malware or other vulnerabilities and in some circumstances could result in the disruption of services of the Assets or the Site(s). Certain optional features of the Service, including exploitive scans, involve substantial risk of Denial of Service (DOS) attacks, loss of service, hardware failure and loss or corruption of data. Consequently, Subscribing Entity agrees that it is Subscribing Entity's responsibility to perform backups of all data contained in or available through the devices connected to Subscribing Entity's Assets prior to invoking the use of the Service.

#### **6. Standard Service Features.**

##### **Enterprise Vulnerability Management Standard Features**

- Scheduled and on demand security scans
- Unlimited user accounts
- Unlimited network discovery "maps"
- Executive-level and detailed technical reports
- QualysGuard PCI module for the licensed number of IP addresses
- 24x7 email and telephone customer support

##### **Enterprise Hardware Scanner Appliance**

- Daily signature updates
- Hardware warranty for the life of the subscription

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#### Enterprise Virtual Scanner Appliance

- Daily signature updates

#### **Optional Service Features.**

#### Enterprise Web Application Scanning

- Crawls web applications
- Identifies cross-site scripting and SQL injection vulnerabilities
- Detects sensitive content in HTML based on user settings
- Performs authenticated and non-authenticated scanning
- Integration with QualysGuard to provide automation of web application scanning activities with no additional hardware or software after Enterprise Vulnerability Management purchase

#### Enterprise Policy Compliance

- Automated compliance scanning
- Technical control library based on CIS and NIST
- Compliance reporting to demonstrate compliance with policies
- Exception management workflow for auditors

#### Enterprise Application Programming Interface (API)

- XML API interface for automated scripting of Vulnerability Management, Policy Compliance and Web Application Scanning tasks.

#### Enterprise Malware Detection Service (MDS)

- Proactively scan websites for malware and provide automated alerts and in-depth reporting to enable prompt identification and resolution

#### QualysGuard Zero-Day Risk Analyzer

- Powered by the iDefense Threat Intelligence service, allows Qualys Guard users to assess zero-day threats

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### Enterprise Questionnaire

- Automation of manual assessments of controls and business processes as well as policy dissemination
- Industry leading policy repository of nearly 1000 standards and regulations via integration with the Unified Compliance Framework
- Ability to define audit work flow via a customizable language or over a dozen out-of-the-box actions including questionnaire assignment, delegation, escalation and notification
- Control documentation including file-based evidence collection.

7. **Provision of Services.** The Service Provider will make the Services available to the Subscribing Entities pursuant to the Agreement, this Service Attachment, and the applicable Order during each Order Term. Subscribing Entity agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by the Service Provider regarding future functionality or features.

8. **The Service Provider Responsibilities.** The Service Provider must:

- a) provide the Service Provider's basic support for the Services to the Subscribing Entities at no additional charge, and/or upgraded support if available and if purchased,
- b) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime and scheduled maintenance windows
- c) provide Subscribing Entities with reasonable advanced notice prior to conducting scheduled maintenance as further described in Section 11 below
- d) provide the Services in full accordance with applicable laws and government regulations.
- e) Service Provider will limit downtime for required regular maintenance to no more than once per quarter. For regular maintenance requiring downtime, a thirty (30) day notice will be sent to the Subscribing Entities. Standard scheduled maintenance windows will be scheduled to take place during 'least load' periods, typically 12PM - 12 AM PST on Wednesday or Thursday.

9. **Fees and Payment**

**9.1 Fee Structure.**

As outlined in the MCSA – Section 7.5 – All orders will be assessed an additional 2% cost recovery fee for the Subscribing Entities.

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a. Enterprise Vulnerability Management Pricing

The Enterprise Vulnerability Management product includes a \$4,995 module fee that is added to the total number of IPs. This pricing is for a 1 year subscription.

Number of IPs	State of Ohio – Per IP Price	Total w/ Module Fee
1,000	\$25	\$29,995
5,000	\$19	\$99,995
10,000	\$13	\$134,995
25,000	\$7	\$179,995
50,000	\$5	\$254,995
75,000	\$3.50	\$267,495
100,000	\$2.75	\$279,995

b. Enterprise Policy Compliance Pricing

The Enterprise Policy Compliance product includes a \$4,995 module fee that is added to the total number of IPs. This pricing is for a 1 year subscription.

Number of IPs	State of Ohio – Per IP Price	Total w/ Module Fee
1,000	\$35	\$39,995
5,000	\$25	\$129,995
10,000	\$16	\$164,995
25,000	\$8.75	\$223,745
50,000	\$5.50	\$279,995
75,000	\$4.00	\$304,495
100,000	\$3.25	\$279,995

c. Enterprise Web Application Scanning Pricing

The Enterprise Web Application Scanning product includes a \$1,995 module fee that is added to the total number of applications. This pricing is for a 1 year subscription.

Number of Applications	State of Ohio – Per Application Price	Total w/ Module Fee
50	\$400	\$21,995
100	\$300	\$31,995
250	\$190	\$49,495
500	\$122	\$62,995
1000	\$75	\$76,995
1,500	\$66.50	\$101,745
2,000	\$61.75	\$125,495

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Enterprise QualysGuard Hardware Scanner Appliance - \$1,995 per appliance per year

Enterprise QualysGuard Virtual Scanner Appliance - \$995 per appliance per year

Application Programming Interface (API) - \$1,995 per year

QualysGuard Zero-Day Risk Analyzer - \$12,000 per year

**9.2 Fees.** The Subscribing Entities will pay all fees specified in an Order hereunder, subject to the Terms of the Agreement. Except as otherwise specified herein or in an Order, fees are based on Services and Scanners based on the number of Assets purchased and not actual usage. The number of Assets (e.g., the number of IPs ) purchased cannot be decreased during the relevant Order Term, except as provided in the Service Attachment. Objects may, however, be increased during an Order Term by requesting modification through the State's Ordering System and may be subject to additional fees. For the purpose of clarity, Objects shall mean the number of Assets or Scanners subscriptions purchased with an annual subscription basis that begins on the subscription start date as further described in Section 12.1 below ("Subscription Term"). Addition of Object subscriptions purchased during a Term does not extend the initial Subscription Term. No Order may specify a Subscription Term not identified and priced in this Service Attachment. Nor may it cover any billable Services not listed in this Service Attachment as a Service.

After 30 days, and notice given, the Service Provider may suspend the delinquent Subscribing Entity's access to the unpaid Services until all delinquent amounts are paid, notwithstanding the prohibition against self-help provided for elsewhere in the Agreement, but the Service Provider may not do so if the Subscribing Entity is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**9.3 Invoicing and Payment.** Fees will be invoiced annually on the subscription start date and otherwise in accordance with the Order and the Agreement. Fees are due in accordance with the Terms of the Agreement, which no Order may alter except as mutually agreed by the parties in writing. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Service Provider and notifying the Service Provider of any changes to such information.

### **10. Proprietary Rights**

- 10.1 Ownership of Subscribing Entity Data.** Subscribing Entity will own all right, title and interest in and to Subscribing Entity Data, which shall mean all data and information:
- (a) that are provided to Service Provider or any third party provider by or on behalf of Subscribing Entity in connection with this Service Attachment; or
  - (b) that Service Provider or the Service generated under this Service Attachment regarding Subscribing Entity's Assets, network, or systems.

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**10.2 Subscribing Entity Intellectual Property Rights.** As between the parties, all title, copyrights, trademarks, service marks, patents, patent applications and all other intellectual proprietary rights now known or hereafter recognized in any jurisdiction in and to the System, the Reports, the Scan Data and the design and function of the Scanner--and in each case all software embedded therein or related thereto, all data and information contained therein (excluding Subscribing Entity Data)--(the "Intellectual Property Rights") are owned by Service Provider. Subscribing Entity acknowledges that no title to the Intellectual Property Rights in the Service or any part thereof is transferred to Subscribing Entity and that Subscribing Entity does not obtain any rights, express or implied, in the Service, including any information contained therein, other than the rights expressly granted in this Service Attachment.

## **11. Service Levels**

**11.1 Availability.** The Service will be available to End User, as measured from the Qualys SOC connection to the Internet, twenty-four (24) hours a day, seven (7) days a week, with a 99% uptime, calculated on a quarterly basis, excluding scheduled maintenance. Qualys will provide Subscribing Entity with reasonable advance notice prior to conducting scheduled maintenance. The occurrence of events outside the reasonable control of Qualys, such as Force Majeure events, may result in delays that will be excluded from the Availability Performance Level.

Uptime is calculated by a 3<sup>rd</sup> party with 5 geographically distributed agents that evaluate the platform every 15 minutes continuously throughout the year. This translates into 480 individual tests per day (5 agents x 4 tests per hour x 24 hours). Uptime is calculated on a quarterly basis, removing specific days when scheduled maintenance was performed and normalizing the results accordingly.

**11.2 Support.** During the Term of any subscription under this Service Attachment, Qualys will provide Subscribing Entity with support and assistance as follows:

11.2.1 Qualys shall maintain an email address and telephone number dedicated to receiving service requests from Subscribing Entity.

11.2.2 Qualys shall keep the electronic mail and telephone help service open to Subscribing Entity on a twenty-four (24) hour basis.

11.2.3 Qualys shall use commercially reasonable efforts to meet the response times described according to the categories of support incidents described below:

### **P1 – Critical**

- Network outage or other Error preventing the Subscribing Entity from accessing the QualysGuard Service and/or obtaining the Scan Data or Reports. Initial call to Service Provider needs to be via phone and not an email.
- Initial Contact: < .5 hours
- Status Update: 1 hours
- Management Escalation: Immediate

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#### **P2 – High**

- The Subscribing Entity can access the QualysGuard Service and obtain Scan Data or Reports, but an Error renders one or more significant features of the QualysGuard Service unavailable, such as the ability to launch a scan or map.
- Initial Contact: < 2 hours
- Status Update: 4 hours
- Management Escalation: 12 hours

#### **P3 – Low**

- Other Error that does not prevent the Subscribing Entity from accessing a significant feature of the QualysGuard Service (for example, a false positive, a host impacted by a scan, or a password error).
- Initial Contact: < 2 hours
- Status Update: 1 business days
- Management Escalation: 3 business days

Initial response is defined to be the first contact by a Support Engineer after the incident has been logged and a ticket generated. A status update will be communicated to the Subscribing Entity if the incident cannot be resolved immediately. A final follow-up with the Subscribing Entity occurs on the resolution date. The ticket will remain open until confirmation is received that the Subscribing Entity is satisfied with the resolution.

Subscribing Entity acknowledges that not all P3 problems will require a workaround. Qualys may, in its reasonable discretion, respond to a P3 problem by making the Error a feature request.

- 11.3 Qualys shall process inquiries using a ticketing procedure so that each query shall receive a ticket number and may be tracked until it is satisfactorily resolved.
- 11.4. Compatibility. The Service will maintain compatibility with the standard the Subscribing Entity's Internet browser software including Microsoft Internet Explorer.
- 11.5 Security. Qualys will employ reasonable industry-standard security measures including:
- (a) encryption of data transmitted to Subscribing Entity in Reports;
  - (b) regular security audits of the Service and the software that provides the Service;
  - and
  - (c) physical and logical security at Qualys data centers, servers, and storage devices.
- 11.6 Hardware. Qualys will use commercially reasonable efforts to ship a replacement Hardware unit to Subscribing Entity within 48 hours of Qualys' remote validation of a Hardware Error. Hardware Errors that impair Subscribing Entity access to the Service will not be considered a lack of availability under Paragraph 11.1.
- 11.7 Service Credits. Within 7 days of receipt of a notice from Subscribing Entity regarding Qualys failure to satisfy a performance level, Qualys, as its sole obligation and liability, will

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- (a) perform a root-cause analysis to identify the cause of such failure;
- (b) attempt to correct such failure; and
- (c) if the root-cause analysis demonstrates that such failure was due to the fault of Qualys, provide Subscribing Entity with a service credit ("Service Credit") consisting of a one-week extension of any Service subscription impacted by the applicable performance standard.

Service Credits in the event of multiple failures of Performance Levels. In the event of multiple failures (more than three (3) in a three (3) month period), the State may terminate this agreement without penalty and will receive a refund for the portions of the services not used. This Section 11 sets forth Subscribing Entity's sole and exclusive remedy and Qualys' entire liability to Subscribing Entity for the failure to satisfy a performance standard.

**12. Terms and Termination**

- 12.1 Subscription Term.** Subscriptions commence on the start date specified in the applicable Order and continue for the Subscription Term specified therein, subject to relevant provisions in the MCSA, such as termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect or is renewed, the renewal will be at the Subscribing Entity's option and will be for the same or greater discount from list as the subscription being renewed and under the same terms and conditions, unless a change in governmental law, rules, or regulations requires a modification, in which case the Parties will, in good faith, negotiate the modifications necessitated by such a change in governmental law, rules, or regulations.
- 12.2 Upon Termination.** Notwithstanding the termination provisions provided in the MCSA, upon termination of any applicable Order(s), Subscribing Entity will (i) cease all use of the Service, including any downloads of the Reports; (ii) promptly and fully destroy, delete or uninstall any copy of the Software Image installed or copied by Subscribing Entity and certify such destruction; and (iii) return all Hardware provided under this Service Attachment in substantially the same condition in which it was delivered to Subscribing Entity, reasonable wear and tear excluded.

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**12.3 Return of Subscribing Entity's Data.** At no additional cost to the Subscribing Entity, upon written request made at anytime during a Service Term or within 90 days after the effective date of termination or expiration of a Subscribing Entity's Order for that Service, the Service Provider will make available to the Subscribing Entity, for download, its Subscribing Entity's Data covered by that terminated or expired Service, including any Generated Files, in native format. After such 90-day period, the Service Provider will have no obligation to maintain the Subscribing Entity's Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity's Data in its systems or otherwise in its possession or under its control. For the purpose of clarity, a Subscribing Entity's Data and Generated Files in the context of Service Provider's Service shall mean the Scan Data and Reports.

**13. Miscellaneous**

**13.1 Dealers and Distributors**

As outlined in the MCSA, Section 1.7 – Dealers and Distributors is deemed Not Applicable for this agreement. Qualys will not be utilizing dealers or distributors for the Subscribing Entity under this agreement.

**13.2 Third-Party Suppliers**

As outlined in the MCSA, Section 1.11 – Third-Party Suppliers is deemed Not Applicable for this Service Attachment.

**Generated Files**

As outlined in the MCSA, Section 2.3 – Generated Files

**Service Provider Warranties; Disclaimer of Warranties**

The following language will be included as part of Section 2.3 – Service Provider Warranties; Disclaimer of Warranties from the MCSA:

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SCANNER, SERVICE, REPORTS AND API ARE PROVIDED "AS IS," AND SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, TITLE, QUALITY, ACCURACY AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.

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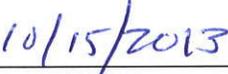
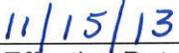
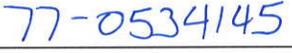
Without limitation to the foregoing, Service Provider makes no warranty that the Scanner, Service, Reports or API will be error-free, complete, free from interruption or failure, or absolutely secure from unauthorized access. Nor does Service Provider guarantee that the Scanner or Service will detect every vulnerability to the Subscribing Entity's network. Subscribing Entity should not rely on a "Pass" designation in a Report or the statements of Service Provider personnel regarding a Card Program as an indication that Subscribing Entity network is secure. No person, dealer, or company may alter this disclaimer of warranties.

Note: Any terms and conditions that may be incorporated in a User Guide that conflicts with the MSA or SA, the MSA and SA will prevail.

**Signature Page to Follow**

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**In Witness Whereof**, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

<b>QUALYS, INC</b>	<b>STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES</b>
 _____ Signature	 _____ Signature
 _____ Printed Name	Robert Blair/srd _____ Printed Name
 _____ Title	DAS Director Assistant Director/State CIO _____ Title
 _____ Date	 _____ Effective Date
 _____ Federal Tax ID	



JOHN R. KASICH  
GOVERNOR  
STATE OF OHIO

**Executive Order 2011-12K**

Governing the Expenditure  
of Public Funds for Offshore Services

**WHEREAS**, State of Ohio officials and employees must remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio in particular, and must do so especially during Ohio's continuing efforts to recover from the recent recession.

**WHEREAS**, allowing public funds to pay for services provided offshore has the potential to undermine economic development objectives in Ohio.

**WHEREAS**, the expenditure of public funds for services provided offshore may deprive Ohioans and other Americans of critical employment opportunities and may also undermine efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which this State has invested heavily.

**NOW THEREFORE**, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

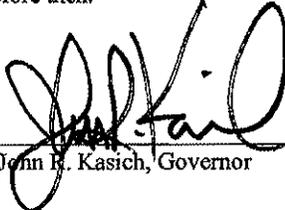
1. No State Cabinet Agency, Board or Commission ("Executive Agency") shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. This Executive Order applies to all purchases of services made directly by an Executive Agency and services provided by subcontractors of those providing services purchased by an Executive Agency.
2. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
3. The Department of Administrative Services, through Ohio's Chief Procurement Officer, shall have in place, by July 1, 2011, procedures to ensure all of the following:
  - a. All agency procurements officers (APOs), or the person with equivalent duties at each Executive Agency, have standard language in all Executive Agency contracts which:
    - i. Reflect this Order's prohibition on the purchase of offshore services.

## Service Attachment # \_\_\_\_\_

- ii. Require service providers or prospective service providers to:
    - 1. Affirm that they understand and will abide by the requirements of this Order.
    - 2. Disclose the location(s) where all services will be performed by any contractor or subcontractor.
    - 3. Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
    - 4. Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
    - 5. Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contracts.
  - b. All APOs confirm that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - i. Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - ii. Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any subcontractor will not be considered.
  - c. All procurement manuals, directive, policies, and procedures reflect the requirements of this Order.
  - d. All APOs have adequate training which addresses the terms of this Order.
4. Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development to attract jobs and business to the state of Ohio;
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities; or
  - c. Situations in which the Director of the Department of Administrative Services, or the Director's designee, shall determine that it is an emergency or that it is necessary for the State to waive some or all of the requirements of this Order. The Director shall establish standards by which Executive Agencies may request a waiver of some or all of the requirements of this Order and by which such requests will be evaluated and may be granted.
5. Executive Order 2010-09S is hereby rescinded.

I signed this Executive Order on June 21, 2011 in Columbus, Ohio and it will expire on my last day as Governor of Ohio unless rescinded before then.



  
\_\_\_\_\_  
John R. Kasich, Governor

ATTEST:

\_\_\_\_\_  
Jon Husted, Secretary of State

**Service Attachment # \_\_\_\_\_**

**STANDARD AFFIRMATION AND DISCLOSURE FORM**

**EXECUTIVE ORDER 2011-12K**

**Governing the Expenditure of Public Funds on Offshore Services**

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

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

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

1. Principal location of business of Service Provider:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

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

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

2. Location where Services will be performed by Service Provider:

\_\_\_\_\_  
(Address) (City, State, Zip)

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

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

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

**Service Attachment # \_\_\_\_\_**

3. Location where State data will be stored, accessed, tested, maintained or backed-up, by Service Provider:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

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

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

By: \_\_\_\_\_  
Service Provider

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_