VASCO Data Security Inc.
Master Cloud Services Agreement
MCSA0068

THIS MASTER CLOUD SERVICES AGREEMENT ("Agreement") is by and between VASCO Data Security, Inc. ("Service Provider"), having an office at 1901 South Meyers Road, Suite 210, Oakbrook Terrace, IL, 60181, and the State of Ohio ("State"), through its Department of Administrative Services ("DAS"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215. The State and the Service Provider also are sometimes referred to jointly as the "Parties" or individually as a "Party". The effective date of this Agreement is the date it is signed on behalf of the State ("Effective Date").

1. General Information

1.1. Organization

This Agreement covers subscriptions to cloud services through one or more attachments ("Service Attachments") that describe the cloud offerings ("Services") that the Service Provider makes available to its Subscribing Entity by subscription and that it is authorized to sell to the State. The Service Attachments describe the Services the Service Provider offers under this Agreement, along with any special terms or conditions applicable only to those Services, descriptions of those Services, features, and all fees associated with such Services, as well as any other provisions to which the Parties have agreed with respect to those Services. Such Service Attachments, when executed by the Parties, are incorporated into this Agreement and become a part hereof.

1.2. Subscribing Entities

A "Subscribing Entity" means State agencies, boards, and commissions that place requests through the State's Ordering System described in another section ("Orders") under this Agreement for any of the Services identified by one or more Service Attachments to this Agreement. And it includes other entities of the State, such as the legislative and judicial branches of State government and the independent offices of elected State officials that place Orders under this Agreement. It also means the Cooperative Purchasing Members, defined in the next section, that place Orders under this Agreement.

1.3. Cooperative Purchasing Members

"Cooperative Purchasing Members" are entities that qualify for participation in the State's cooperative purchasing program under Section 125.04 of the Ohio Revised Code ("ORC") and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

1.4. Term

The current General Assembly cannot commit a future General Assembly to any expenditure. Therefore, this Agreement along with all Service Attachments will automatically expire at the end of the State's current biennium, which is June 30, 2019.

1.5. Agreement – Renewal

The State may renew this Agreement in the next biennium by issuing written notice to the Service Provider of the decision to do so. Renewals will be initiated by the State in writing at least 30 days before the expiration of the then current Term. This expiration and renewal procedure will also apply to the end of any subsequent biennium.

1.6. Service Attachment(s) – Renewal

Along with renewal of this Agreement, the State may renew any or all Service Attachments for the next biennium by issuing written notice to the Service Provider of the decision to do so. Renewals will be initiated by the State at least 30 days before the expiration of the then current Term. This expiration and renewal procedure will also apply to any subsequent biennium through June 30, 2023.

After the first renewal, the Parties agree that pricing of Services under any Service Attachment may be renegotiated to reflect more favorable rates to the State. Upon termination of this Agreement, all rights of the Subscribing Entities to order new Services cease and the Service Provider may not fulfill any such requests for any Subscribing Entity under this Agreement. Further, all existing Service Attachments and all existing Orders under those Service Attachments also will terminate, except to the extent that the Service Provider has any prepaid Services to perform.

The Subscribing Entities have the option anytime during the Agreement's Term to upgrade to a new technology or Service offering with the Service Provider without incurring any charges for terminating the existing technology or Service offering before the agreed upon Term of the Subscribing Entity's Order ("Early Termination Charge"), if any such charge is provided for in the applicable Service Attachment. Notwithstanding the foregoing, the new technology upgrade may be at same or greater pricing than the original Order that will be mutually agreed upon by the Parties.

1.7. Relationship of the Parties and Subscribing Entities

The Parties are independent contractors and nothing herein creates or implies an agency relationship, joint venture, or partnership between the Parties. The Service Provider and its officers, employees, contractors, and subcontractors who may attend meetings and work in other situations where their independent contractor status is not obvious to third parties must identify themselves as such to avoid creating an impression that they are State representatives. In addition, neither the Service Provider nor its officers, employees, contractors, or subcontractors may make any representation that they are acting, speaking, representing, or otherwise advocating any position, agreement, service, or otherwise on behalf of the State or any Subscribing Entity.

1.8. Dealers and Distributors. Reserved

1.9. Audits and Reports

During the Term of this Agreement and for three years after its termination, on reasonable notice, but no less than 30 days notice, and during customary business hours, the State may audit the Service Provider's records and other materials that relate to the billing or invoices under the Agreement, or to pricing representations that the Service Provider made to acquire this Agreement. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Order hereunder.

The Service Provider must make such records and materials available to the State within 30 days after receiving the State's written notice of its intent to audit the Service Provider's records.

If any audit reveals any material misrepresentation, overcharge to the State, or violation of the Terms of this Agreement, the State will be entitled to recover its damages.

Further, the State will be entitled to any other reports that the Service Provider makes generally available to its other customers without additional charge. The State's rights under this section will apply to Subscribing Entities under this Agreement, but a Subscribing Entity's rights to reports will apply solely to Services it orders or receives under this Agreement.

1.10. Subscribing Entities' Reliance on Agreement

Subscribing Entities may rely on this Agreement. But whenever a Subscribing Entity is a Cooperative Purchasing Member and relies on this Agreement to issue an Order, the Subscribing Entity will step into the shoes of the State under this Agreement for purposes of its Order, and, as to the Subscribing Entity's Order, this Agreement will be between the Service Provider and that Subscribing Entity. The Service Provider must look exclusively to that Subscribing Entity for performance, including but not limited to payment, and must hold the State harmless with regard to such Orders and the Subscribing Entity's performance. But the State, through DAS, will have the right to terminate this Agreement and seek such remedies on termination as this Agreement provides should the Service Provider fail to honor its obligations under an Order from any Subscribing Entity, whether a Cooperative Purchasing Member or not.

1.11. Third-Party Suppliers

The Service Provider must incorporate the costs of any third-party supplies and services in the Service Provider's fees identified on the applicable Service Attachment under this Agreement.

The Service Provider's use of other suppliers does not mean that the State will pay for them. The Service Provider will be solely responsible for payment of its suppliers and any claims of those suppliers for any failure of the Service Provider to meet its obligations under this Agreement in the required manner. The Service Provider will hold the State harmless and indemnify the State against any such claims.

The Service Provider assumes responsibility for all Services provided under this Agreement whether it or one of its suppliers provides them in whole or in part. Further, the Service Provider will be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Agreement and all Service requests.

1.12. Non-Exclusivity

This Agreement is non-exclusive and is not a requirements contract. Nothing herein prevents either Party from entering into similar agreements with other entities.

1.13. Competitive Pricing and Services - Reserved.

1.14. Conflict Resolution

If a Party is noncompliant with any term or condition of this Agreement or if a dispute arises under this Agreement, the Party raising the dispute may provide to the other Party written notice referencing this section and specifying the nature of the dispute (the "Dispute Notification"). The Parties then will seek to resolve the dispute in accordance with the procedures in this Section.

All disputes will be submitted first to the State's Contract Category Manager and the Service Provider's Account Manager (or equivalent) for resolution. For 15 days from receipt of the Dispute Notification ("Dispute Date"), the State's Contract Category Manager and Service Provider's Account Manager will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If after the 15 days identified above, the State's Contract Category Manager and the Service Provider's Account Manager are unable to resolve the dispute, the Parties will then submit the dispute to the State's IT Contract Administrator and to the Service Provider's Sales Director (or equivalent) for resolution. For the next 15 days, the State's IT Contract Administrator and Service Provider's Sales Director will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith.

If following the 15 days in the previous section, the State's IT Contract Administrator and the Service Provider's Sales Director are unable to resolve the dispute, the Parties will then submit the dispute to the State's Chief Information Officer ("CIO") or a designee and to the Service Provider's Vice President of Sales (or equivalent executive) for resolution. For the next 15 days, the State's CIO and Service Provider's Vice President will meet in person or by telephone as often as is reasonably necessary to discuss and attempt to resolve the dispute in good faith. If the State's CIO and Service Provider's Vice President are unable to resolve the dispute within that time, the Parties will nevertheless continue to retain their rights to initiate formal proceedings hereunder.

The specific format for such discussions will be left to the discretion of the representatives of the State and Service Provider responsible for attempting to resolve the dispute, but each Party will involve the business and legal resources reasonably necessary to attempt in good faith to resolve the dispute at the earliest possible time and without undue delay.

If the Parties are unable to resolve the dispute and the dispute involves a claim that the Service Provider is noncompliant with its obligations hereunder or has overcharged for a Service, the State or affected Subscribing Entities may withhold payment for any Services that are the subject of the dispute until the Service Provider cures the noncompliance, the Parties arrive at an agreement to resolve the dispute, or a Party obtains a resolution in a court of competent jurisdiction.

Nothing in this Section is intended to limit the rights provided under Section 6 or be a prerequisite to exercising those rights.

Once the dispute has been resolved, any payments withheld will be handled in the following manner:

> If the resolution was in favor of the State or one or more Subscribing Entities, the Service Provider will issue a credit on the next invoice for the affected Subscribing Entities. If the credit exceeds the Service charges on the next invoice or an invoice will not be issued within 60 days of the resolution, the Service Provider will issue payment in the form of a check in the amount exceeding the Service charges or for the full amount if an invoice will not be issued within 60 days. Any such checks must be issued within that 60-day period.
>
> If in favor of the Service Provider, the affected Subscribing Entities will submit appropriate payment within 30 days of receiving notification of the resolution at the office designated to receive the invoice.

In either of the above cases, the amount or amounts withheld by the State or Subscribing Entity(s) will be taken into account in calculating any amount(s) due.

2. General Requirements for Cloud Services

2.1. Standards

The Service will comply with the terms of the Service Attachment.

2.2. Object Reassignment

Any Service subscriptions that are provided by the number of items that may be used by or in conjunction with it, such as nodes, users, or connections ("Objects"), may be reassigned to other, similar Objects within the Subscribing Entity at any time and without any additional fee or charge. For example, a named user subscription may be assigned to another user. But any such reassignment must be in conjunction with termination of use by or with the previous Object, if such termination is required to keep the total number of licensed Objects within the scope of the applicable subscription. Should a Subscribing Entity require a special code, a unique key, or similar item to reassign the subscription as contemplated by this section, the Service Provider will provide such a code, key, or similar item to the Subscribing Entity at any time and without a fee or charge. A later section in this Agreement governs assignment of a Subscribing Entity's subscription to any Service to a successor in interest.

2.3. Generated Files

"Generated Files" are files storing information, instructions, or data that a Subscribing Entity creates or modifies using the Service Provider's Services and in which the data or other information was provided or created by a Subscribing Entity. Such Generated Files are also included in the definition of "Subscribing Entity's Data" in a later section of this Agreement. Examples of such files could include, among others, text files generated with a word processor, data tables created with a database engine, and image files created with a graphics application. Applications consisting of instruction sets created with a programming language that the Service Provider provided to a Subscribing Entity also would be considered Generated Files. As between the Subscribing Entity and the Service Provider, the Subscribing Entity will own all Generated Files that the Subscribing Entity prepares by using the Services, excluding such portions of the Generated Files that consist of embedded portions of the Software. The Service Provider or its licensors will retain ownership of any portions of the Software embedded into Generated Files. But the Service Provider grants to the Subscribing Entity a nonexclusive, royalty-free right to reproduce and distribute to third parties any portions of the intellectual property embedded in any Generated Files that the Subscribing Entity creates while using the Services in the manner in which the Services are designed to be used. In the Subscribing Entity's distribution of the Generated Files, the Subscribing Entity may not use the Service Provider's name, logo, or trademarks, except to the extent that such are incorporated in such Generated Files by the design of a Service when used as intended.

2.4. Service Provider Warranties

The Service Provider warrants that:

i. it has validly entered into this Agreement and has the legal power to do so,

ii. the Services will perform materially in accordance with the applicable written user guides*, manuals and information published and made generally available by Company to its customers at http://docs.esignlive.com, but excluding any links to any information or data at a different URL*,
subject to any limitations specified in the applicable Service Attachment, the functionality of the Services will not be materially decreased during a subscription Term, and

iii. it will not transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs ("Malicious Code") to a Subscribing Entity, provided it is not a breach of this subpart.

The Contractor's entire liability and the State's sole remedy for any breach of the above warranty is limited to requiring the Contractor to correct the defect. If within the times given below, the Contractor does not correct the defect in the Service, the Contractor must refund all fees paid by the State for the affected Service for the period during which the Service was not usable. In the event Contractor must correct non-conforming Service, the Contractor will have 30 days after initial written notice to resolve the problem. Should the correction not resolve the problem, the State may provide an additional 30 days for Company to deliver a correction. The State agrees to use its reasonable efforts to cooperate with Company in its efforts to resolve the non-conformance. Upon the Contractor's issuance of a refund, the Agreement will terminate pursuant to the terms of this agreement dealing with termination.

Failure of the Service Provider to meet any SLAs in an applicable Service Attachment will not be considered a breach of this warranty section unless there are four missed SLAs within a 6 month period.

THE FOREGOING REMEDIES ARE THE STATE'S EXCLUSIVE REMEDIES FOR THE WARRANTIES PROVIDED ABOVE.

DISCLAIMER OF WARRANTIES

WARRANTY LIMITATIONS. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 2.4, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND ANY AND ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRITY OF DATA, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

2.5. State and Subscribing Entities Responsibilities. These responsibilities are covered by Service Attachment 1, Schedule B and Schedule D.

3. Insurance, Indemnification, Limitation of Liability

3.1. Insurance

The Service Provider must provide the following insurance coverage at its own expense throughout the Term of this Agreement to the State:

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

ii. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

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

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Service Provider's Commercial General Liability must be primary over any other insurance coverage.

iii. Commercial Automobile Liability insurance with a combined single limit of $500,000. The policy must be endorsed to include a waiver of subrogation.

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

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

Any Subscribing Entity that is a Cooperative Purchasing Member that Orders Services also may require a certificate of insurance from the Subscribing Entity naming it as an additional insured.

Whenever a Subscribing Entity locates its equipment at facilities owned or controlled by the Service Provider or one of its contractors, the Service Provider must maintain:

i. property insurance insuring the equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement used by the Service Provider for its own property or that in common use in the industry, and any other risks reasonably required and covered by the Service Provider's insurance. The coverage must be in an amount at least equal to the reasonable replacement value of the equipment, and
ii. workers' compensation coverage as required by the laws of the State in which the equipment is located. The Service Provider must furnish evidence of the coverage throughout each Order's Term.

All such insurance must be with insurers that are authorized to issue such insurance in the state. All such property insurance shall name the applicable Subscribing Entity as the loss payee. All such insurance also must contain a provision to the effect that it cannot be canceled or modified without first giving written notice thereof to the Service Provider and the applicable Subscribing Entities without at least 30 days written notice. Such changes may not become effective without the applicable Subscribing Entities' prior written consent.

The Contractor must also provide cyber liability of not less than $5,000,000 per occurrence and $10,000,000 in the aggregate for liability for financial loss resulting or arising from acts, errors, and omissions in connection with the Services provided under this Contract, including but not limited to:

i. Breaches of security or privacy
ii. Data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code
iii. Participation in a denial of service attack on a third party
iv. Violation or infringement of any right of privacy, breach of federal, state, or foreign security or privacy laws or regulations
v. Technology errors and omissions
vi. Business interruption
vii. Cyber extortion
viii. Investigation, notification, and related credit monitoring costs from any of the above.

3.2. Indemnification for Bodily Injury and Property Damage

The Service Provider must indemnify the State and the Subscribing Entities against all third party liability or expenses finally awarded by a court of competent jurisdiction or

agreed by Service Provider in any settlement (including reasonable attorney fees) resulting from bodily injury to any person (including death) or damage to property arising out of its performance under this Agreement, provided such bodily injury or property damage is due to the gross negligence or other tortious conduct of the Service Provider, its employees, agents, or subcontractors, provided that (a) the State or affected Subscribing Entity or Entities agrees to give the Service Provider prompt notice of any such claim, and (b) and allows the Service Provider to control the defense of any such claim and any negotiation for its settlement or compromise, upon consultation and approval of the Office of the State's Attorney General.

3.3. Indemnification for Infringement

The Service Provider will release, protect, indemnify, defend, and hold the State and the Subscribing Entities harmless from and against any claims finally awarded by a court of competent jurisdiction or agreed by Service Provider in any settlement (including reasonable attorney fees) of infringement by any third parties based on any Service provided under this Agreement provided that: (a) any defense of the State or a State Subscribing Entity requires and is subject to the approval and consent of the Ohio Attorney General; (b) any such defense will be at the Service Provider's sole cost and expense; (c) this obligation of defense and indemnification will not apply where: (i) the State or a Subscribing Entity has modified or misused the Service and the claim or the suit is based on the modification or misuse, (ii) the combination, operation, or use of the Service with products, services, software programs, hardware, data, equipment, or other items or products not supplied by Service Provider; (ii) the State's required configuration, designs and specifications, or (iii) any claim resulting from or related to the Documents (as defined in the Service Attachment) or Subscribing Entity's Data; and (d) the State or affected Subscribing Entity or Entities agrees to give the Service Provider prompt notice of any such claim and to allow the Service Provider to control the defense of any such claim and any negotiation for its settlement or compromise, upon consultation with and the approval of the Office of the State's Attorney General.

If a successful claim of infringement is made, or if the Service Provider reasonably believes that an infringement or similar claim that is pending actually may succeed, the Service Provider will do, at its sole option, one of the following four things as soon as reasonably possible to avoid or minimize any interruption of the Subscribing Entities business:

i. Modify the offending Service so that it is no longer infringing but provides substantially the same functionality as before the modification;
ii. Replace the offending Service with an equivalent or better offering;
iii. Acquire the right for the Subscribing Entities to use the infringing Service as it was intended for the Subscribing Entities to use under this Agreement; or
iv. Terminate the infringing Service and refund the pro rated amount the Subscribing Entities paid for the Service and the amount of any other Service that requires the availability of the infringing Service for it to be useful to the Subscribing Entities.

This Section 3.3 sets forth the State's sole and exclusive remedy and Service Provider's sole and exclusive liability for any actual or alleged infringement or misappropriation claim related to the Service.

3.4. Limitation of Liability

Neither party will be liable for any indirect, incidental, or consequential loss or damage of the other party, including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of such damages.

Additionally, neither party will be liable to the other for direct or other damages in excess of the total amount actually paid by the State in the twenty-four (24) month period immediately preceding the event or circumstance giving rise to such liability.

The Contractor is liable for damages to the State caused by the Contractor's negligence or other tortious conduct including Data Breach for up to Two Million Five Hundred Thousand Dollars ($2,500,000.00).

4. Confidentiality and Handling of Data

4.1. Confidentiality

The State may disclose to the Service Provider written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Service Provider will remain with the State. The Service Provider must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Service Provider may not disclose any Confidential Information to third parties and must use it solely to perform under this Agreement.

If any Service delivered under this Agreement contains data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Agreement. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Agreement ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

i. was already in the possession of the Receiving Party without an obligation of confidence;
ii. is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;

iii. except as provided in the next paragraph, is or becomes publicly available without a breach of this Agreement;
iv. is rightfully received by the Receiving Party from a third party without an obligation of confidence;
v. is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
vi. is released under a valid order of a court or governmental agency, provided that the Receiving Party:

    a. Notifies the Disclosing Party of the order immediately upon receipt of it, unless it is legally prohibited from doing so; and
    b. Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things, is nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Agreement. Therefore, item (iii) in the preceding paragraph does not apply, and the Service Provider must treat such information as Confidential Information whether it is available elsewhere or not.

The Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Agreement.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the Terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to seek temporary and permanent injunctive relief to enforce the provisions of this Agreement without the necessity of proving actual damages. However, this provision does not diminish or alter any right to claim and recover damages.

This Agreement is not Confidential Information. All its terms and conditions, including pricing and any attachments, represent public information.

4.2. Public Records Requests.

Should the Service Provider receive any public records request with respect to any Subscribing Entity's Data, the Service Provider will immediately notify the affected Subscribing Entity or Entities and fully cooperate with the affected Subscribing Entity or Entities as it or they direct.

4.3. Handling of Subscribing Entity's Data

"Subscribing Entity's Data" shall be handled in compliance with this Agreement, Supplement Two of RFP 0A1174, and the Service Attachment.

4.4. Subscribing Entity Responsibilities

Each Subscribing Entity will be responsible for its compliance with this Agreement, be responsible for the accuracy, quality, and legality of its Subscribing Entity's Data and of the means by which it acquired that Subscribing Entity's Data, use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify the Service Provider promptly of any unauthorized access or use of which it becomes aware. Further, the Subscribing Entity will use the Services only in accordance with the applicable user guide(s), to the extent not inconsistent with the Subscribing Entity's rights under this Agreement and any applicable Service Attachments, and applicable laws and government regulations.

Further, a Subscribing Entity may not intentionally make the Services available to anyone other than its employees and its contract personnel, unless the applicable Service or Services are designed to be publicly facing or intended for interaction with clients of the Subscribing Entity (e.g., hosted web sites), sell, resell, rent, or lease the Services, use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. The Subscribing Entities also may not intentionally use the Services to store or transmit Malicious Code, intentionally interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or attempt to gain unauthorized access to the Services or their related systems or networks.

5. Orders, Requesting Service, Delivery, Acceptance, Termination, and Modification

5.1. Acceptance

The pilot will serve as the acceptance period for setup and installation of the Services to ensure that it meets the performance standards and requirements in 0A1174 Supplement 1 (as clarified), Supplement 2 and applicable Service Attachment.

5.2. Service, Termination, or Modification

All Orders for Service, as well as any termination of an Order or modification to an Order, including termination, must be made through the State's Ordering System. Therefore, the Service Provider must notify the State when an Order is received that was placed outside the State's Ordering System and the Service Provider will not accept the Order. If a Service Provider accepts an Order outside the State's Ordering System the State or the Subscribing Entity may either withhold payment for the unverified Order or require termination of the Service under the unverified Order without cost or obligation to the State or the Subscribing Entity.

The Service Provider agrees to keep Subscribing Entities' Orders updated and current in the State's Ordering System.

The Service Provider is responsible for processing all Orders, billing, payments, cancellations, changes, and receiving and managing all Service calls in a consolidated manner. In this regard, the Service Provider must act as the sole point of contact for all Services under this Agreement and any related Service Attachments for all Subscribing Entities. The Service Provider may not require a Subscribing Entity to contact any of the Service Provider's third-party suppliers or otherwise transact business directly with such suppliers for any Services ordered under this Agreement, and in all respects, the Service Provider must maintain a seamless, single-point-of-contact business relationship with each Subscribing Entity for the Services ordered under this Agreement.

6. Termination – Agreement, Service Attachments, Orders

6.1. Termination by the State

The Service Provider must comply with all terms and conditions of this Agreement. If the Service Provider fails to perform any one of its obligations under this Agreement, it will be in default, and the State may proceed in any or all of the following ways:

I. the State may terminate this Agreement, the applicable Service Attachment(s), or the affected Order(s) under this Agreement after providing Service Provider with 30 days prior written notice to cure such default and such default is not cured or is incapable of curing;

The State also may terminate this Agreement or any Service Attachments for its convenience with 30 days written notice to the Service Provider. In any such event, each Subscribing Entity must pay for all accrued and unpaid charges and for any future committed charges for Services.

If the State's termination of the Agreement or any Service Attachment(s) is for cause, The Service Provider will fully cooperate in any disentanglement efforts any Subscribing Entity reasonably requests at no cost to the requesting as long as the Subscribing Entity removes the data within ninety (90) days of the termination date.

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Agreement, the State's obligations under this Agreement will terminate as of the date the funding expires without further obligation of the State. The Contractor will not be obligated to continue to provide the Services in the next renewal if the funding expires.

6.2. Termination of Orders by Subscribing Entity or Service Provider

Under this Agreement, specific Orders also may be terminated by either a Subscribing Entity or the Service Provider, as follows:

6.2.1. By a Subscribing Entity

A Subscribing Entity may terminate Service under any Order it has placed, and it may do so at any time for any or no reason. The Subscribing Entity will be liable for charges accrued but unpaid as of the termination date. Contractor will not provide a refund to Subscribing Entity for paid for Services.

If the Subscribing Entity's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly or other governmental body, and the General Assembly or other governmental body fails at any time to continue funding for the payments and other obligations due under an Order, the Subscribing Entity's obligations with respect to that Order will terminate as of the date the funding expires, and the Subscribing Entity will have no further obligation with respect to such Order, including but not limited to any Early Termination Charge outlined in any affected Service Attachments. The Contractor will not be obligated to continue to provide the Services in the next renewal if the funding expires.

If a termination of any Service under one or more Orders is for cause or non-appropriation of funds, as described in this Section 6, the Subscribing Entity will not be liable for any Early Termination Charge, if such are otherwise applicable to the Service or Services so terminated.

6.2.2. By the Service Provider

If the State or a Subscribing Entity materially defaults in the performance of any of its duties or obligations under this Agreement, the Service Provider, by giving at least 30 days prior written notice, may cancel any affected Services provided to the State or that Subscribing Entity under this Agreement.

If the State or the Subscribing Entity cures the default to the satisfaction of the Service Provider and before the cancellation of Service date, the Order will remain in full force and effect.

If the State or Subscribing Entity fails to cure, then the Subscribing Entity will remain liable for charges accrued but unpaid as of the cancellation date. Contractor will not provide a refund to Subscribing Entity for paid for Services.

6.2.3 **Termination for Insolvency.** Either party may terminate this Agreement by written notice to the other party if the other party (i) becomes insolvent or admits inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business

7. Financial – Fees, Claims and Disputes, Billing, and Payment

7.1. Fees

All applicable charges are fully documented in the appropriate Service Attachment(s). The Subscribing Entity will not be responsible for any charges not documented in the applicable Service Attachment(s) nor will the Subscribing Entity be responsible for any charges waived by the Service Provider in this Agreement or the applicable Service Attachment(s).

Subscribing Entities are not subject to increases in fees during the Term of this Agreement.

Subscribing Entities are not responsible for any charges from the Service Provider's third-party suppliers for any Services ordered under this Agreement, unless an applicable Service Attachment expressly provides otherwise. In this regard, the Service Provider is the seller or reseller of all Services covered by this Agreement, and any payments due to the Service Provider's third-party suppliers for Services under this Agreement are included in the Service Provider's fees specified in the applicable Service Attachment, unless that Service Attachment expressly provides otherwise.

7.2. Billing

Invoices will be issued at the Order level, but the Subscribing Entity may require a recap at the agency, division, or district level based on the organizational structure of the Subscribing Entity.

Invoices must be submitted to the office designated in the State's Ordering System as the "bill to address".

A proper invoice must include the following information and/or attached documentation:

i. name and address of the Service Provider as designated in this Agreement;
ii. Federal Tax Identification Number of the Service Provider as designated in this Agreement;
iii. invoice remittance address as designated in the Agreement; and
iv. a sufficient description of the Services to allow the Subscribing Entity to identify the Services and perform an audit of the Services.

7.3. Payment

Payments for Services under this Agreement will be due on the 30th calendar day after the actual receipt of a proper invoice in the office designated to receive the invoice. The Service Provider agrees to receive payment from approved vouchers by electronic fund transfer ("EFT") for Subscribing Entities that rely on them to make payment. The Service Provider will cooperate with Subscribing Entities in providing the necessary information to implement EFT. The date the EFT is issued in payment will be considered the date payment is made, or if a Subscribing Entity does not use an EFT process, the date its check or warrant is issued in payment will be considered the date payment is made.

Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the

State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

7.4. State Reporting Requirements

The Service Provider must provide the State with a recap of all Services provided to the Subscribing Entities on a monthly basis. Additional, specific reporting data requirements may be outlined in the Service Attachment(s).

7.5. Service Level Guarantee and Credits

The Service Provider will issue a credit allowance to any Subscribing Entity affected by a Service outage, as defined in the SLA contained in the Service Attachment. The credit will appear on the affected Subscribing Entity's next invoice, or if the Subscribing Entity so requests, the Service Provider will issue a check to the Subscribing Entity as payment within 30 days of the request.

7.6. Cost Recovery

Intentionally Omitted.

8. Support

8.1. Service Support Generally

During the Term of any Order, the Service Provider will provide the Subscribing Entity with telephonic assistance and advice for using all Services covered by the Order in compliance with the customer support terms outlined in the Service Attachment. The manner in which the Service Provider provides support will be governed by the Service Provider's policies and programs described in the applicable documentation or other materials that the Service Provider uses to notify its customers generally of such policies. But regardless of the Service Provider's policies and programs, unless otherwise agreed in the applicable Service Attachment, in all cases such support must comply with the requirements of this Agreement and the applicable Service Attachment(s). And the Service Provider must provide the support in a competent, professional, and timely manner.

8.2. Equipment Support Generally

Intentionally Omitted.

8.3. Adjustments

A Subscribing Entity may acquire subscriptions that are based on the number of users, nodes, computers, processors, or other counts of Objects covered by an Order ("Objects"). In any such cases, the Subscribing Entity may request that the fees for a subscription renewal be calculated based on fewer Objects than included in the previous Order, with an appropriate adjustment in the applicable fee(s). Despite the reduction, fees for the remaining Objects may not be increased over the applicable fees from the previous Order.

During an Order's duration ("Order Term"), a Subscribing Entity may increase the volume of its Order (e.g., add additional users) without increasing the Order Term. The cost of any addition Objects or similar increase in usage must be prorated to reflect the time remaining in the Order Term rather than be based on the full Order Term.

8.4. Support Parameters

A Subscribing Entity may initiate support requests for problems it encounters with the Service by telephone or email. The Service Provider must make support available pursuant to the customer support terms in the Service Attachment. Further, the Service Provider must maintain at least one support center in North America with adequate English-speaking support personnel. The applicable Service Attachment(s) may provide for different support periods. A Subscribing Entity's technical staff may contact any support center that the Service Provider maintains, and they may choose to do so based on convenience, proximity, service hours, languages spoken, or otherwise.

9. Standard Provisions

9.1. Certification of Funds

None of the rights, duties, or obligations in this Agreement will be binding on the State or a Subscribing Entity, and the Service Provider will not begin its performance under any Order, until all the following conditions occur for that Order:

i. all statutory provisions under the ORC, including Section 126.07, have been met;
ii. all necessary funds are made available by the appropriate State agencies;
iii. if required, approval of this Agreement or the applicable Order is given by the Controlling Board of Ohio; and
iv. if the Subscribing Entity is relying on federal or third-party funds for its Order, the Subscribing Entity gives the Service Provider written notice that such funds have been made available.

Additional or alternate legal requirements may apply to political subdivisions that are a Subscribing Entity for an Order to be binding on it.

Issuance of a Purchase Order is indication that the above has occurred.

9.2. Excusable Delay

Neither Party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed Party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date or dates as soon as practicable after notice of delay. The proposed date or dates must be reasonable and cannot exceed the actual delay caused by the events beyond the control of the Party. In the case of such an excusable delay, the dates of performance or delivery affected by the delay will be extended for a period equal to the time lost by reason of the excusable delay. The delayed Party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed Party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Service Provider's suppliers will be considered controllable by the Service Provider.

In the case of subscriptions to Services for a Term that an excusable delay interrupts, the Term of that subscription will be extended at no additional cost to affected Subscribing Entities by the same amount of time as the excusable delay.

9.3. Employment Taxes

Each Party will be solely responsible for reporting, withholding, and paying all employment related taxes, contributions, and withholdings for its own personnel, including, but not limited to, federal, state, and local income taxes, and social security, unemployment and disability deductions, withholdings, and contributions, together with any interest and penalties.

9.4. Sales, Use, Excise, and Property Taxes

The State and most Subscribing Entities are exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Service Provider in connection with any Service, such will be the sole and exclusive responsibility of the Service Provider, and the Service Provider will pay such taxes (together with any interest and penalties not disputed with the appropriate taxing authority) whether they are imposed at the time the Services are rendered or a later time.

9.5. Equal Employment Opportunity

The Service Provider will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

Before this Agreement can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the DAS Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by to the Ohio Business Gateway at:

http://business.ohio.gov/efiling/

The State encourages the Service Provider to purchase goods and Services from Minority Business Enterprises ("MBEs") and Encouraging Diversity, Growth and Equity ("EDGE") contractors.

9.6. Drug-Free Workplace

The Service Provider must comply with all applicable state and federal laws regarding keeping a drug-free workplace. The Service Provider must make a good faith effort to ensure that all its employees, while working on State property or the property of any Subscribing Entity, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

9.7. Conflicts of Interest

No Service Provider personnel may voluntarily acquire any personal interest that conflicts with the Service Provider's responsibilities under this Agreement. Additionally, the Service Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under the Service Provider's control, if such an interest would conflict with that official's or employee's duties. The Service Provider will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. The Service Provider will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the State has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

9.8. Assignment

The Service Provider may not assign this Agreement or any of its rights or obligations under this Agreement without the prior, written consent of the State.

9.9. Governing Law

This Agreement will be governed by the laws of Ohio, and venue for any disputes will lie with the appropriate court in Ohio.

9.10. Finding for Recovery

The Service Provider warrants that the Service Provider is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*.

9.11. Anti-trust

The Parties recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State and the Subscribing Entities. The Service Provider therefore assigns to the State all state and federal antitrust claims and causes of action that the Service Provider now has or may acquire relating to the Services that are covered by this Agreement.

9.12. Use of Name

Neither Party will use the other Party's name in any marketing material, advertisement, or press release without the other Party's written consent. Further, neither Party may use any contact information collected from the other in the performance of this Agreement for general marketing or sales purposes, such as using email addresses to send mass marketing material, and must use such information solely for purposes of administering this Agreement.

9.13. Executive Order 2011-12K Compliance

The Service Provider affirms it has read and understands Executive Order 2011-12K and will abide by those requirements in the performance of this Agreement.

Notwithstanding any other Terms of this Agreement, the State reserves the right to recover any funds paid for Services the Service Provider performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights or remedies provided the State in this Agreement.

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

Vasco Data Security, Inc. is a public company with offices worldwide. As such, while the State's data will be kept within the US, it is possible that the applicable support services might be rendered through one of our international locations depending on the nature of the call. The Service Provider agrees that such services are incidental to the work performed. The State has granted a waiver to the Contractor to provide such services.

9.14. Campaign Contributions

The Service Provider, by signature affixed on this document, hereby certifies that all applicable parties listed in ORC Section 3517.13 are in full compliance with ORC Section 3517.13.

9.15. Export Compliance

The Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Both the Service Provider and the State represent that it is not named on any U.S. government denied-party list. Neither party will permit others to access or use the Services in a US-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

9.16. Safety and Security Rules

When accessing State networks and systems, the Service Provider must comply with all applicable State policies and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Service Provider must comply with all security and safety rules applicable to people on those premises. Subscribing Entities may have policies and regulations that are specific to them that the Service Provider must also comply.

9.17. Ohio Ethics Law

The Service Provider certifies that it is currently in compliance with and will continue to adhere to the requirements of the Ohio ethics laws.

9.18. Entire Agreement

This Agreement, together with any Service Attachments and all additional documents expressly incorporated herein, sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreements, promises, representations, understandings, and negotiations between the Parties with respect to the subject matter hereof.

Only executable Order attached to a Service Attachment as an exhibit and identified as such in the applicable Service Attachment may be executed by a Subscribing Entity to evidence a transaction under this Agreement. Further, the Subscribing Entity may not add or require additional Terms as part of any authorized Order. Documents attached to a Service Agreement as exhibits to be executed by a Subscribing Entity typically identify authorized Service options the Subscribing Entity has selected, provide information about a Subscribing Entity, identify installation or configuration requirements or similar Statements of Work to be done by the Service Provider, set schedules for performance, and similar matters.

9.19. Severability

If any provision hereunder is declared or held invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement will be revised only to the extent necessary to make that provision legal and enforceable or, if impossible, the unaffected portions of this Agreement will remain in full force and effect so long as the Agreement remains consistent with the Parties' original intent.

9.20. Survival

Any Terms, conditions, representations, or warranties contained in this Agreement that must survive termination or expiration of this Agreement to be fully effective will survive the termination or expiration of the Agreement, unless expressly provided otherwise in this Agreement. Additionally, no termination or expiration of the Agreement will affect the State's right to receive Services for which the State has paid before expiration or termination, but no subscription to a Service will continue beyond the period paid for before termination or expiration of the Agreement.

If any Service Attachment should expire or be terminated, the remaining portions of this Agreement will survive.

9.21. No Waiver

The failure of either party at any time to demand strict performance by the other Party of any terms or conditions of this Agreement may not be construed as a waiver of any of those terms or conditions, and either Party may at any time demand strict and complete performance by the other Party.

9.22. Order of Precedence

A. In event of a conflict related to the general Terms and Conditions between the Agreement and the Service Attachment(s), the Agreement shall prevail.

B. In the event of a conflict related specifically to the service, between the Agreement and the Service Attachment(s), the Service Attachment(s) shall prevail.

9.23. Headings

The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

9.24. Governmental Authorization, Regulatory Changes

This Agreement is subject to all applicable federal, state, and local laws, rules, orders, and regulations, and each Party must comply with all applicable federal, state, and local laws, rules, regulations, and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such law, rule, order, or regulation, such law, rule, order, or regulation will supersede the conflicting provision. The Service Provider may discontinue, limit, or impose additional requirements to the provision of Service, upon no less than 30 days written notice, if required to meet federal, state or local laws, rules, or regulations. But if any such action materially affects any Subscribing Entity's use of a Service, the Subscribing Entity may on written notice to the Service Provider terminate its use of the Service without an Early Termination Charge and receive a pro rata refund any amounts paid in advance for the Service.

9.25. Notices

Except as otherwise provided in this Agreement, all notices hereunder must be in writing and sent by:

i. registered or certified mail, postage prepaid;
ii. facsimile transmission;
iii. overnight courier;
iv. or email, upon confirmation of receipt.

Alternatively, such notices may be hand delivered if confirmation of receipt is attained at delivery.

The State's address for notification is:

Department of Administrative Services

Office of Information Technology
Enterprise IT Contracting
30 E Broad Street, 39th Floor
Columbus, Ohio 43215
Attention: Contracts Category Manager

The Service Provider's address for notification is:

1901 South Meyers Road, Suite 210
Oakbrook Terrace, IL, 60181
United States of America
Phone: +1 630 932 8844
Fax: +1 630 932 8852
Attention: Legal Services

With a copy to: legal@vasco.com

9.26 Boycotting. Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective on the date signed by the State, 'Effective Date.'

<SERVICE PROVIDER>	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
E-SIGNED by Mark Hoyt on 2018-05-07 23:55:19 UTC	
Signature	Signature
Mark Hoyt	Robert Blair
Printed Name	Printed Name
CFO	DAS Director
Title	Title
2018-05-07	5-21-18
Date	Effective Date
Federal Tax ID	

VASCO Legal Department
APPROVED
for signature
By Kristy Brown at 4:13 pm, May 04, 2018

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.

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 contactor 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 for SaaS SA 1
under
Master Cloud Service Agreement ("MCSA") MCSA0068

This Service Attachment (the "Service Attachment") is between VASCO Data Security, Inc. ("Contractor"), having an office at 1901 South Meyers Road, Suite 210, Oakbrook Terrace, IL, 60181, and the State of Ohio, through the Department of Administrative Services, Office of Information Technology ("State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, OH 43215. The State and the Contractor are sometimes referred to jointly as the "Parties" or individually as a "Party". This Service Attachment is effective as of the date signed by the State. It is governed by that certain Master Cloud Services Agreement ("MCSA") between the Parties dated May 24, 2018. This Service Attachment together with the MCSA combine to form the "Agreement".

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.

"Account" means a unique account established for The State's use by Contractor.

"Administrator" means The State's employee(s) or authorized agent(s) designated as The State contact for management and support of the Service.

"Document" means a single file representing a form, document or other record, not to exceed 10 megabytes of Data (the "Document Limit"), and capable of being viewed, electronically signed, sent or received or stored through the Service.

"Evidence Summary Report" refers to a summary which includes data related to the Document review and signing process, such as time and date, actions incorporated into the pages, IP addresses and other related metadata.

"Named User" means the State's employee or agent who has been given login access credentials to the Account by the Administrator for purpose of accessing the Service to initiate documents for electronic signature on behalf of The State "Named User" does not include Participants.

"Order Form" means an ordering document or online order form incorporating the Agreement by reference and executed by the parties identifying the Service and any usage limitations.

"Participant" means a person or company, internal or external to The State, identified and invited by a User, whose access to the Service is limited to participating in the electronic signing or review of Documents.

"Service Levels" means the service level availability standards specified in this Agreement.

"Support Service" means telephone help desk or email support available to The State during Contractor's normal business hours as described in the Agreement and Schedule B – FedRAMP Special Terms.

"System" means the Contractor website, the computer equipment including the servers, software, and other technology, used by Contractor to provide the Service.

"Trial, Preview or Sandbox" refers to non-productive limited use of the Service in a trial, sandbox or preview mode or environment for testing, demonstration and integration testing purposes.
"Users" means collectively the Administrator(s) and Named User(s).

"Transaction" means a container or package associated with a unique transaction identifier and comprised of a maximum of ten (10) Documents (the "Transaction Limit") initiated or sent to one or more Participants through the Service by a User.

2. Services.

Overview.
The Service is eSignLive™ electronic signature service as described in the Agreement.

Standard Service Features. Features included as part of the Service are described in Schedule A, SaaS FedRAMP Service Description ("Schedule A").

Optional Service Features.

The State may elect to deploy features within the Service designed to verify the identity of the Participants ("**Authentication Measures**"). Contractor: (i) will apply only those Authentication Measures (if any) selected by the State, (ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures and whether Participants have the necessary knowledge or ability to successfully meet such Authentications Measures, and (iii) assumes no liability or responsibility for the circumvention by any Participant or other person of any Authentication Measure.

Provision of Services. The Contractor will make the Service available to the Subscribing Entity pursuant to the Agreement, including this Service Attachment and the applicable Order Forms, during each Order Term. The State 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 Contractor regarding future functionality or features.

Non-Exclusive Right to Use. Subject to this Agreement and the terms of the applicable Order Form, Contractor makes the Service available to The State on a non-exclusive subscription basis. The State may grant access to the Service to its Named Users and such Named Users may invite Participants to use the Service for the electronic signing of Documents.

Account Creation; Access. Upon execution of the Order Form, Contractor will establish an Account. Contractor will automatically establish the Account and store Data within the data center it deems optimal if not otherwise specified in the Order Form. The Administrator shall be responsible for administering the Account, including the assignment and maintenance of Named User usernames and passwords. The State (i) remains responsible for any access to the Service through the Account, (ii) is obligated to protect and not to disclose to third parties the usernames and passwords it establishes for its Account, and, (iii) shall take reasonable steps to ensure that each User abides by the terms and conditions of this Agreement. If The State becomes aware of any suspected or actual violation of the Service and/or System, abuse, unauthorized use or access, Service vulnerability, security incident, confidentiality or privacy breach, then The State shall promptly notify Contractor the State support at support@esignlive.com.

Trial, Preview or Sandbox Use. If The State is participating in Sandbox, Preview or Trial use of the Service as indicated in an Order Form or via an online website, Contractor will make the Service available to The State until the earlier of (a) the end of the free Sandbox, Preview or Trial use period as indicated on the Order Form, (b) the start date of any Order Forms executed by The State for productive use of the Service, or (c) cessation or suspension of the Service at Contractor's option. Any Data produced under the Service or provided to Contractor during the Sandbox, Preview or Trial use is not recoverable or available upon the expiration or termination of the aforementioned period. NOTWITHSTANDING SECTION 10, DURING THE SANDBOX, PREVIEW OR TRIAL PERIOD THE SERVICE IS PROVIDED "AS-IS", WITHOUT ANY

WARRANTY, SERVICE LEVELS, LIABILITY OR INDEMNITY OBLIGATIONS PROVIDED BY CONTRACTOR.

Document Limits. Unless otherwise specified in the Order Form, any Documents in excess of the Document Limit will create one or more additional new Documents for which The State will pay the applicable Document Fee.

Transaction Limits. Unless otherwise specified in the Order Form, any Documents in excess of the Transaction Limit will create one or more additional new Transactions, for which The State will pay the applicable Transaction Fee. State and the Subscribing Entities are entitled to a fair use policy, which means: each Transaction contains between 1 to 10 Documents. If the Transaction goes over 10 Documents (11-20), then the State will be charged an additional Transaction fee. If the State or a Subscribing Entity go to 21-30 Documents, that would be considered three (3) transactions and charged accordingly, and so forth.

The Contractor Responsibilities. The Contractor must provide the Contractor's basic support for the Services to the Subscribing Entity at no additional charge and/or upgraded support if available and if purchased by a Subscribing Entity pursuant to Schedule B – FedRAMP Special Terms ("Schedule B"). The Contractor also must use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week in accordance with Schedule B. And the Contractor must provide the Services in full accordance with applicable laws and government regulations.

The State Responsibilities. The State and Subscribing Entities will comply with Schedule D - Service Use Guidelines and Service Conditions ("Schedule D").

3. Fees and Payment

Fee Structure. Pricing is contained in Schedule E – Pricing Schedule.

Invoicing and Payment. Fees will be invoiced up front on an annual basis and otherwise in accordance with the Agreement. Fees are due in accordance with the terms of the MCSA and this Service Attachment, which no Order Form may alter, unless expressly indicated otherwise. The Subscribing Entity is responsible for providing complete and accurate billing and contact information to the Contractor and notifying the Contractor of any changes to such information.

4. Proprietary Rights

Reservation of Rights in Services. All trademarks, service marks, patents, copyrights, trade secrets and all other intellectual property, moral rights and proprietary rights in and to the Service and/or documentation accompanying the Service are and will remain the exclusive property of Contractor or its licensors, whether or not specifically recognized or perfected under applicable law. The State will not take any action that jeopardizes Contractor's or its licensors' proprietary rights or acquire any right in the Service or accompanying documentation except the limited use rights expressly set forth in this Agreement.

Restrictions. The State shall not (i) modify, copy, display, republish or create derivative works based on the Service, the underlying software or any content; (ii) frame, scrape, link to or mirror any content forming part of the Service; (iii) reverse engineer the Service or the underlying software; or (iv) access the Service or allow others to access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

State Applications and Code. The Subscribing Entity authorizes the Contractor a non-exclusive, worldwide, sublicensable right to host, copy, transmit, display, use and adapt such Subscribing Entity's Data solely as necessary for the Contractor to provide the Services in accordance with this Agreement. Further, the Subscribing Entity will be entitled to port, use, modify, disclose, license, sell, and host Subscribing Entity's Data anywhere.

Subscribing Entity's Data. Subject to the limited rights granted by a Subscribing Entity hereunder, the Contractor acquires no right, title, or interest from a Subscribing Entity or its licensors under this Agreement in or to the Subscribing Entity's Data, including any intellectual property rights therein.

5. Service Levels

SLAs for the Services. **This Agreement includes SLAs that will be used to monitor and manage the performance of the Service. The minimum SLAs are indicated in Schedule B –FedRAMP Special Terms.**

Term of Subscriptions. Subscriptions commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein, subject to relevant provisions in the Agreement, such as the MCSA's termination and the non-appropriation provisions. Should a Subscribing Entity elect to renew a subscription, provided this Agreement remains in effect, 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.

6. Miscellaneous

Return of Subscribing Entity Data

At no additional cost to the Subscribing Entity, upon request made at any time 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 Subscribing Entity may retrieve Subscribing Entity Data covered by that terminated or expired Service and delete stored copies, including any Generated Files at no additional charge to the Subscribing Entity. After such 90-day period, the Contractor will have no obligation to maintain the Subscribing Entity Data covered by an expired Service Order and must thereafter, unless legally prohibited, delete the applicable Subscribing Entity Data in its systems or otherwise in its possession or under its control.

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").

SERVICE PROVIDER	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
E-SIGNED by Mark Hoyt on 2018-05-07 23:55:38 UTC	
Signature	Signature
Mark Hoyt	Robert Blair
Printed Name	Printed Name
CFO	Director
Title	Title
2018-05-07	5-21-18
Date	Effective Date
Federal Tax ID	

VASCO Legal Department
APPROVED
for signature
By Kristy Brown at 4:25 pm, May 04, 2018

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.

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 contactor 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

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

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

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors will perform no Services requested under this Agreement outside of the United States, except for the services granted by the State in the Waiver.

The Contractor 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 Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:
   1901 S. Meyers Road, Oakbrook Terrace, IL 60181

   (Address) (City, State, Zip)

   Name/Principal location of business of subcontractor(s):
   Cho Consulting formerly known as Novanis 3161 West White Oak Dr., Ste. 100, Springfield, IL 62704

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

   Project Hosts 400 Main St., Conneautville, PA 16406

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

2. Location where Services will be performed by Contractor:

If the State of Ohio elects to purchase Professional Services, those professional services will be performed both within the US, and in part remotely from Montreal, Canada.

VASCO Data Security, Inc. is a VASCO public company with international offices worldwide, it is possible that the State of Ohio's support services may happen outside the US, specifically Canada, but all data with regard to the eSignLive Electronic Signature Software product use will reside in the US.

(Address) (City, State, Zip)

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

Cho Consulting's location identified in Section 1. Project Hosts provides FedRAMP hosting services using Microsoft Azure.

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

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:
   Project Hosts provides FedRAMP hosting services using Microsoft Azure in the US.

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

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of Services performed by Contractor or its subcontractors before, during and after execution of any agreement with the State. Contractor 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 Contractor to perform the Services outside the United States.

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

By: E-SIGNED by Mark Hoyt on 2018-05-07 23:56:04 UTC

Contractor

Print Name: Mark Hoyt

Title: CFO

Date: 2018-05-07

VASCO Legal Department
APPROVED
for signature
By Kristy Brown at 4:25 pm, May 04, 2018

SCHEDULE A

SAAS FEDRAMPSERVICE DESCRIPTION

The Service is a software platform run on a FedRAMP authorized System for creating and managing the execution of digital transactions with electronic signing and delivery of Documents. Several features and options are available through the Service which may include (which are defined in the technical documentation related to the Service):

- A web-based e-signing process that provides options for the presentation and review of Documents, methods of signature capture and user authentication, data capture and form fields.

- Workflows, reminders and notifications, attachments and e-delivery of the Documents to Participants.

- Transaction management features for preparing and sending documents manually through the user interface or using transaction templates, and the ability to monitor and manage documents that are in progress or completed.

- Electronically signed Documents in PDF format with each e-signature digitally signed for comprehensive security and detection of any Document changes along with an embedded audit trail.

- Electronic evidence stores web pages along with the flow based actions taken by Participants during the signing/delivery process, and can be reviewed to show what was displayed and signing actions. An Evidence Summary Report is also provided and both the electronic evidence and summary are protected by digital signing.

- A REST API along with Java and .Net SDKs to allow integrating third-party and custom applications with the Service.

- Support for native mobile applications and pre-built connectors to applications such as Salesforce and Microsoft Dynamics

The Service provides the States with two(2) different environments to support their development, testing and production needs. Each environment serves a specific purpose and has its own characteristics. These environments and their respective characteristics may change at Contractor's discretion.

(a) Production:
- Production usage of the current version of the Service;
- Documents are not watermarked;
- Subject to the Service Levels.

(b) Sandbox:
- Integration development and testing of the current version of the Service;
- Documents are watermarked to make them unsuitable for production usage;
- Not subject to the Service Levels and security requirements & safeguards set out in the Agreement and Schedule C; as such, The State acknowledges that no production Data is to be uploaded to the Sandbox environment.

SCHEDULE B

FEDRAMP SPECIAL TERMS

These FedRAMP Special Terms (the "Special Terms") apply to a particular customer's (a "Customer") usage of the Contractor's FedRAMP compliant instance of the Service as indicated on an applicable order form between Customer and Contractor ("FedRAMP SaaS Service").

A. Service Level Availability

a. Definitions:

i. **"Force Majeure Event"** means except for the obligation to make payments, any failure or delay in performance hereunder due to any cause beyond a party's reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot sabotage, governmental act or failure of the Internet (not resulting from the actions or inactions of Contractor or its partners), provided that the delayed party (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. Such waiver shall apply only to the extent that: (a) the delayed party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not reasonably have been circumvented by the delayed party through the use of alternate sources, work around plans or other means.

ii. "**Issue**" means any problem or failure that materially decreases the functionality or performance of the Service and is caused by the software, systems, networks, other components, facilities or services that are supplied as part of the Service. Issues do not include any problem or failure caused by the use or improper use or operation of software, systems, networks, other components, facilities or services that are not part of the Service but are used to connect to, integrate with or otherwise make use of the Service.

iii. **"Maintenance Window"** means a window in which the Service may be unavailable due to scheduled maintenance: Saturday or Sunday, from 12:00am (midnight) to 6:00am in the relevant time zone of the applicable data center, and up to an additional ninety (90) minutes per month of emergency maintenance at any time. Whenever reasonably possible Service and System maintenance is conducted in a manner so as to not impact Service availability.

iv. **"Overall Service Level"** means 99.9%

v. "**Resolution**" means a change to the application software, a change to the hosting systems, software or network, or any other change to the components, configuration or services constituting the Service that resolves the Issue. Resolution also includes any testing by Contractor and Customer prior to applying the Resolution to the Service.

vi. "**Total**" means the total number of minutes for the month

vii. "**System**" means the Contractor website, the computer equipment including the servers, software, and other technology, used by Contractor to provide the Service.

viii. "**Unplanned Downtime**" means unscheduled downtime lasting 5 minutes or more.

b. Availability:

Except for Maintenance Windows or as otherwise permitted herein, the Service will be available continuously at least at the Overall Service Level on a monthly basis ("**Availability**"). The Service is considered unavailable when the Service is not accessible through the Internet at the point the data center connects to the public Internet for a reason other than a Force Majeure for a period of at least five (5) minutes.

General availability will be calculated per calendar month, as follows:

$$\frac{\text{Total} - \text{Unplanned Downtime} - \text{Maintenance Window} * 100}{\text{Total} - \text{Maintenance Window}}$$

c. Credits

i. Credit Policy: Customer will be entitled to Credits as outlined below if Customer (1) provides written notice to Contractor at support@esignlive.com of (a) billing information, including company name and billing address, billing contact and billing contact phone number, (b) the circumstances giving rise to the credit request, and (c) dates and time periods for each instance of downtime that Customer experienced in the relevant calendar month; and (2) provides such written notice within five (5) days after the last day of the month within which Contractor failed to comply with the applicable SLA. All credit requests will be verified against Contractor system records. Should any credit request be disputed, Contractor will provide Customer a record of Service availability for the period in question. Any credit owed will be applied against Customer's current or future invoices and is not refundable. For any billing month in which Contractor fails to meet the Overall Service Level, Customer will receive the Credits, based on the table below, subject to the "**Credit Exceptions**" listed below. Credits are based upon the actual duration of the interruption of Service, measured from Contractor's written acknowledgement to Customer of an unavailability event to the restoration of the impacted service. Credits are computed as a percentage of the Fees paid for the billing month in which the Services interruption occurred.

Availability	Credit Percentage of the total Fees for that billing month
Uptime of 99.9% or higher	No Credit
Uptime of less than 99.9%, but more than 99.0%	1%
Uptime of less than 99.0%, but more than 98.0%	2%
Uptime of less than 98.0%, but more than 97.0%	4%
Uptime of less than 97.0%, but more than 96.0%	6%
Uptime of less than 96.0%, but more than 95.0%	10%
Uptime of 95% or less	15%

ii. Credit Exceptions. Provided that (i) the outage does not result from Contractor's failure to meet its obligations set out in the Agreement between Customer and Contractor, (ii) Contractor and its partners are without fault in causing the outage, (iii) the outage could not have been prevented by Contractor or its partners by reasonable precautions; and (iv) the outage could not reasonably have been circumvented by Contractor or its partners through the use of alternate sources, work around plans or other means, credit(s) will not be issued for any covered outage that is caused by:

a) Time required to complete database server "fail-over";
b) Downtime due to Customer-initiated changes, unless such downtime is due to acts, errors or omissions of Contractor or its partners while planning or implementing the change;
c) Downtime due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors, or anyone gaining access to Contractor's partner's network or to the Contractor Web site at the request of Customer;
d) Downtime due to a Force Majeure Event;
e) The gross negligence or willful misconduct of Customer or others authorized by Customer to use the Services;
f) Any failures that cannot be corrected because the Customer is inaccessible after a reasonable number of attempts made by Contractor to reach Customer; and
g) Downtime due to a Maintenance Window.

B. Customer Support

a. Reporting of Issues:

i. The Helpdesk is organized per region. The Customer Administrator may contact support at support@esignlive.com, or by telephone, weekdays (not including Canada and U.S. public holidays) within service hours indicated for the region where Customer is located:

Region / Country		Phone number	Service Hours* on Business Days
North America		1.855.MYESIGN (1.855.693.7446) +1.514.904.1594	8AM–8PM EST
Europe	UK	+44 20 3608 7117	8AM-6PM CET (UTC/GMT +1)
	Belgium	+32 2 609 9710	
	Germany	+49 69 9675 8496	
Australia		+61 2 8061 3750	9AM-5PM UTC/GMT +10-11 hours

ii. * Depends on daylight saving time.

iii. Support Service requests with Severity Levels 1 & 2 must be logged by telephone. All Issues must include a reasonable detailed written description of the decrease in functionality or performance of the Service, and the impact on the efficacy of the Service.

b. Personnel and Communication: Contractor and the Customer will provide the necessary and appropriate personnel as required to find a Resolution. Contractor and Customer will cooperate to obtain or supply information and data, and run tests in order to assist in finding a Resolution in a timely manner. Contractor will communicate its progress on finding a Resolution to the Customer on a basis appropriate to the Severity Level.

Severity Levels

URGENCY		IMPACT: Low	IMPACT: Medium	IMPACT: High
		- Affects the operation of software in a production capacity - Or in a Pre-Production environment - < 30% Users	- Affects the operation of software in a production capacity - > 30% of Users	- Affects the operation of software in a production capacity - All users
Low	- Occasional Stoppage of the operation of the Software - Business process affected - Work-around available	4	3	2
Medium	- Occasional Stoppage of the operation of the Software - Business process affected - Work-around is cumbersome to use	3	2	1
High	- Continuous stoppage of the operation of the software - Or substantial stoppage of development or implementation activities - No workaround	2	1	1

Severity	Report	Response	Resolution
1	Phone	30 minutes Commence working continuously within 1 hour	Temporary or Permanent fix will be supplied or applied when ready
2	Phone	30 minutes Commence working continuously during business hours within 1 hour	Temporary or Permanent fix will be supplied or applied when ready
3	Phone/email	4 business hours Commence based on commercially reasonable efforts	Temporary or Permanent fix will be supplied or applied on the next maintenance release possible
4	Phone/email	1 business day Commence based on commercially reasonable efforts	Temporary or Permanent fix will be supplied or applied on a subsequent release

C. Rules of Behavior

i. Customer must conduct only authorized business on the system.

ii. Customer's level of access to System is limited to ensure access is no more than necessary to perform legitimate tasks or assigned duties. If Customer believes it is being granted access that it should not have, is must immediately notify Contractor at support@esignlive.com.

iii. Customer must maintain the confidentiality of its authentication credentials such as its password. Customer must not reveal its authentication credentials to anyone, including an Contractor employee.

iv. Customer must follow proper logon/logoff procedures. Customer must promptly logoff when session access is no longer needed. If a logoff function is unavailable, Customer must close its browser. Never leave your computer unattended while logged into the System.

v. Customer must report all security incidents or suspected incidents (e.g., lost passwords, improper or suspicious acts) related to the System to Contractor at support@esignlive.com.

vi. Customer must not establish any unauthorized interfaces between Systems, networks, and applications owned by Contractor or its partners.

vii. Customer's access to the System constitutes Customer's consent to the retrieval and disclosure of the information within the scope of its authorized access.

viii. Customer must safeguard system resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation.

ix. Customer must not process U.S. classified national security information on the system.

x. Customer must not browse, search or reveal information hosted by Contractor except in accordance with that which is required to perform your legitimate tasks or assigned duties.

xi. Customer must not retrieve information, or in any other way disclose information, for someone who does not have authority to access that information.

xii. Customer must not share or post any confidential or proprietary information on social media sites, social networking sites, or public websites.

xiii. Customer must not intentionally disable or subvert any browser polices imposed by Contractor or its partners.

xiv. Customer understands that any person who obtains information from a computer connected to the Internet in violation of her employer's computer-use restrictions is in violation of the Computer Fraud and Abuse Act.

xv. If Customer users want to connect to the Service using client software running on their PCs (e.g. Microsoft Office/Outlook, Microsoft Project Professional), then Customer will be required to license, install, and maintain any such client software.

SCHEDULE C

Data Privacy and Security Schedule

'Supplement 2: State Architecture and Computing Standards Requirements' of the Underlying Agreement replaces 'Schedule C - Data Privacy and Security Schedule'.

Schedule D

Service Use Guidelines and Service Conditions

1. Service Use Guidelines. The State and Subscribing Entities will not and will not permit any of its Users or Participants, or deliberately enable any other third party, to:

   (a) use the Service in connection with any illegal, defamatory, harassing, libelous, threatening, or obscene material or purpose or to send any message or material that in any way violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability;

   (b) send or allow any Malicious Code through the Service and/or System;

   (c) copy, publish or reproduce the Service and/or System for others to copy or use any component thereof except as expressly permitted herein;

   (d) distribute, re-distribute, sublicense, assign, share, sell, resell, time-share, rent, lease or otherwise make the Service available to any third party (except as expressly contemplated in Section 6), or grant a security interest in the Service;

   (d) interfere or attempt to interfere in any manner with the functionality or proper working of the Service and/or System, or disrupt the integrity or performance of the Service and/or System or any data contained therein;

   (e) circumvent any contractual, technical or logical use, Customer or User restrictions agreed upon or existing in the Service and/or System or attempt to gain unauthorized access to, or use of, any part of the Service and/or System;

   (f) perform any form of stress, load, performance, security or other vulnerability or penetration tests on the Service and/or System;.

2. Service Conditions. Use of the Service by the State of Subscribing Entity, its Users and Participants is subject to the following conditions:

   (a) Customer maintains control of or access to Documents and sole control over the content, quality, and format of any Document, and Contractor assumes no liability or responsibility for a User's failure or inability to electronically sign any Document or within any particular period of time;

   (b) Contractor shall not be considered a party to any Document, and Contractor makes no representation or warranty regarding any Document, transaction, agreement or contract sought to be effected or executed using the Service;

   (c) Customer is solely responsible for ensuring that Customer's use of the Service complies with all applicable laws, including any electronic signature, consumer, data protection, data privacy and trade control laws and that any particular Document can be legally executed or formed by electronic signature procedures available through the Service;

   (d) Customer may elect to deploy features within the Service designed to verify the identity of the Participants ("Authentication Measures"). Contractor: (i) will apply only those Authentication Measures (if any) selected by Customer, (ii) makes no representations or warranties regarding the appropriateness of such Authentication Measures and whether Participants have the necessary knowledge or ability to successfully meet such Authentications Measures, and (iii) assumes no liability or responsibility for the circumvention by any Participant or other person of any Authentication Measure;

   (e) For Customer initiated email communications through the Service, Customer shall comply with the United States CAN-SPAM Act, Canada's Anti-Spam Law, the E.U. Directive on Privacy and Electronic Communications, or any other similar regulations and other applicable laws. Customer is solely responsible to provide its Participants with the ability to opt-out of e-mail communications generated through the Service and Customer shall comply with its Participants communication preferences;

   (f) Customer shall refer to the Service by its URL, as required, and not reply upon Contractor' s IP address. Contractor expressly reserves the right to alter its IP addressing at any time with no prior notification to Customer or any other party, including but not limited for purposes of disaster recovery data or center relocation;

   (g) Contractor does not monitor the Documents or content processed through the Service, but it may suspend any use of the Service, if Contractor reasonably and in good faith believes Customer use violates the terms of this Agreement or applicable laws or regulations. Contractor will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless Contractor: (i) is prohibited from doing so under applicable law, court order or under legal process; or (ii) deems it necessary to delay notice in order to prevent imminent harm to the Service, or a third party;

(h) Contractor may modify the Service from time to time, in its discretion, without notice to the Customer, for the purpose of improving Service features, functions or performance, provided that no such modification shall materially reduce the performance level or quality of the Service or disrupt the API based integrations, as offered as of the Effective Date. Notwithstanding the foregoing, Contractor may apply any improvements and modifications to the Service and/or System required to maintain Contractor's legal and regulatory requirements, as well as security standards including, but not limited to, any security standards listed in Schedule C. It is Customer's sole responsibility to maintain the security of Customer's computer systems and comply with any industry standard minimum security requirements to gain access to the Service;

(i) except for Data and the limited Personal Information that may be provided by Customer to Contractor to the extent necessary to administer the business relationship between the parties (such as for invoicing and billing purposes), Customer warrants that it shall at no time transfer or provide or otherwise make accessible any Personal Information (as defined in Schedule C) to Contractor, including, without limitation, for the purpose of receiving any support and maintenance services;

(j) Contractor shall not be obligated to provide any Data to any Participants or third parties. Customer acknowledges that it is solely responsible for the management of its own record and data retention record policy, including for determining how long any Data and other records are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes.

(k) Customer is solely responsible for obtaining and maintaining any hardware and software, for contracting with an Internet service provider, a telecommunications carrier or other service provider for services necessary to establish Customer's connection or access to the Internet and the Service. to maintain reliability and stability of the Service, Contractor continually monitors the load being imposed on the Service by Customers using integrated applications. Contractor may request that a Customer placing an unnecessary burden on the Service take measures to reduce their load on the Service. In addition, the Service and/or System may also automatically reduce the load being accepted by the Service through internal system controls.

(l) Intentionally Omitted.

(m) Intentionally Omitted.

(n) Customer's access to the Service and System constitutes Customer's consent to the retrieval and disclosure of the information within the scope of its authorized access.

(o) Customer must safeguard system resources against waste, loss, abuse, unauthorized use or disclosure, and misappropriation.

(p) Customer must not process U.S. classified national security information on the system.

(q) Customer must not browse, search or reveal information hosted by Contractor except in accordance with that which is required to perform your legitimate tasks or assigned duties.

(r) Customer must not retrieve information, or in any other way disclose information, for someone who does not have authority to access that information.

(s) Customer must not share or post any confidential or proprietary information on social media sites, social networking sites, or public websites.

(t) Customer must not intentionally disable or subvert any browser polices imposed by Contractor or its partners.

(u) Customer understands that any person who obtains information from a computer connected to the Internet in violation of her employer's computer-use restrictions is in violation of the Computer Fraud and Abuse Act.

(v) If Customer users want to connect to the Service using client software running on their PCs (e.g. Microsoft Office/Outlook, Microsoft Project Professional), then Customer will be required to license, install, and maintain any such client software.

Schedule E

Pricing

1. Enterprise Subscription Pricing

RFP : 0A1174

Attachment 13 - Enterprise E-Signature Operations and Project Services for Cloud

Offeror Solution Subscription/Licensing Costs

Offeror: **VASCO Data Security, Inc.**

Date Proposed: **2/8/2017**

All costs in this worksheet are for evaluation purposes only and do not constitute a commitment from the State

See Notes Below

Supplement 1 - Enterprise E-Signature **E-Signature Services Subscription Pricing**		**Additional Costs**				
Annual Transactions	Per Transaction Costs	Identity Proofing	Multi-Factor Authentication	Wet Signature	Other (Please Identify) - FedRAMP Cloud	Other (Please Identify)
0 - 1,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
1,001 - 10,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
10,001 - 100,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
100,001 - 500,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
500,001 - 1,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
1,000,001 - 5,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
5,000,001 - 10,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
10,000,001 - 15,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00

15,000,001 - 20,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
20,000,001 - 25,000,000	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00
25,000,001 +	$0.85	$0.00	$0.00	$0.00	$0.21	$0.00

	2017	2018	2019	2020	2021	Total
	100,000 Transactions	150,000 Transactions	200,000 Transactions	250,000 Transactions	300,000 Transactions	
Ongoing Annual Tiered Pricing Costs	$ 85,000.00	$ 127,500.00	$ 170,000.00	$ 212,500.00	$ 255,000.00	$ 850,000.00

Additional Transaction Types	Transaction Volume	2017	2018	2019	2020	2021	Total
Identity Proofing	4% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Multi-Factor Authentication	8% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Wet Signature	1% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Other (Please Identify) - FedRAMP SaaS Service	100% of Annual Tiered Pricing Transactions	$ 21,000.00	$ 31,500.00	$ 42,000.00	$ 52,500.00	$ 63,000.00	$ 210,000.00
Other (Please Identify)	1% of Annual Tiered Pricing Transactions	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ 21,000.00	$ 31,500.00	$ 42,000.00	$ 52,500.00	$ 63,000.00	$ 210,000.00

Total Costs	2017	2018	2019	2020	2021	Total
Total Ongoing Annual Tiered Pricing Costs	$ 85,000.00	$ 127,500.00	$ 170,000.00	$ 212,500.00	$ 255,000.00	$ 850,000.00
Total Additional Transaction Types Costs (if all Transactions were run on FedRAMP SaaS Service)	$ 21,000.00	$ 31,500.00	$ 42,000.00	$ 52,500.00	$ 63,000.00	$ 210,000.00
Other Cloud FedRAMP SaaS Service Costs Not Otherwise Captured	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00	$ 60,000.00
Total Costs (not to exceed) **	$ 118,000.00	$ 171,000.00	$ 224,000.00	$ 277,000.00	$ 330,000.00	$ 1,120,000.00

** Costs must include all the requirements in Supplements 1 and Supplement 2 of RFP 0A1174

Notes:

1. All Transactions must be purchased through MCSA0068
2. Total Additional Transaction Costs are calculated at $0.21 per transaction. (25% premium is charged for FedRAMP SaaS above the regular transaction cost of $0.85)
3. Other Cloud Costs Not Otherwise Captured are fixed annual FedRAMP charge of $12,000 for the entire State. (There are no per user charges)
4. There is no minimum number of transactions to buy per purchase order and State is not obligated to purchase minimum number of transactions per year
5. Transactions purchased by State or its agencies can be used within 12 months from the date of purchase

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