

TEAMMATE® GLOBAL LICENSE AND SUPPORT AGREEMENT

IMPORTANT NOTICE: PLEASE READ THIS GLOBAL LICENSE AND SUPPORT AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR USING ANY TEAMMATE® SOFTWARE. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE STATE OF OREGON, ACTING BY AND THROUGH THE DEPARTMENT OF ADMINISTRATIVE SERVICES TO ESTABLISH MASTER LICENSE AND SUPPORT TERMS FOR ITS AFFILIATES THAT HAVE LICENSED THIS SOFTWARE ("CUSTOMER") AND LICENSOR (AS DEFINED BELOW). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY CUSTOMER AND GOVERNS PERMITTED ACCESS TO AND INSTALLATION, COPYING AND USE OF THE SOFTWARE BY CUSTOMER AND ANY USERS. BY CLICKING TO ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, OR BY INSTALLING, DOWNLOADING, OR USING THE SOFTWARE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO, THESE TERMS AND CONDITIONS, THEN DO NOT INSTALL, DOWNLOAD OR USE THE SOFTWARE.

THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE ORDER FORMS (AS DEFINED BELOW). IN ADDITION, CUSTOMER'S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AND SERVICES AGREEMENT.

Section 1. Selected Definitions

1.1 "Affiliate" means with respect to Customer, any agency, board, commission, department, division, of the State of Oregon that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through ownership of voting securities or otherwise.

1.2 "Content" means informational content, such as operational risk listings or categories, sample report templates or illustrative databases, contained in the Software or supplied by or on behalf of Licensor to Customer with the Software.

1.3 "Documentation" means any operating manuals, user instructions, technical specifications or similar publications relating to the Use and administration of the Software by Licensor customers that are supplied with or contained in the Software provided to Customer by or on behalf of Licensor.

1.4 "Effective Date" means the earlier of (a) the date so designated in the Order Form, or (b) the date Customer first downloads or receives delivery of the Software.

1.6 "Intellectual Property Rights" means all rights, title and interests in and to the Licensed Products, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and these and any other similar rights in any jurisdiction relating to the Licensed Product.

1.7 "Licensed Products" means the Software identified on an applicable Order Form, any Content (whether included in such Software or separately provided), the Documentation and the Media.

1.8 "Licensor" means Wolters Kluwer Financial Services, Inc. or any non-United States affiliated company that is named as the "licensor" or "services provider" in any Order Form or written license and/or services agreement with Customer.

1.9 "Media" means the physical media on which the Software and Documentation are recorded or printed, as provided by Licensor to Customer.

1.10 "Order Form" means the current order form for Software or Support all of which refer to this Agreement, completed and signed by Customer and Licensor's reseller.

1.12 "Software" means (a) the TeamMate® electronic audit management software suites, only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein, (b) the TeamMate® Analytics Software, only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein (c) any Updates or Versions that may be provided by or on behalf of Licensor to Customer during the applicable Support Period, and (d) any complete or partial copies thereof permitted to be made by this Agreement.

1.13 “Support” means Licensor’s then current support and maintenance services program for the Software, as further described in Section 8.

1.14 “Support Period” means the period during which Licensor provides support services under the terms of this Agreement and as set out in the Order Form, for which Customer has paid the applicable fee(s).

1.15 “Update” means any updates, enhancements, improvements, corrections, service packs or other modifications of or to the Software that are released by Licensor for general distribution to Software licensees as a part of Support during the period for which Customer has purchased Support, but which are not new major Versions. An Update is generally denoted by Licensor by a change to the right of the first decimal point in the Software version number (for example, Version 1.0 to 1.1).

1.16 “Use” or “Using” means (a) to install, load, download, execute, access, utilize, display or store the Software or information therein, or interact with its functionality or processing capabilities in accordance with the terms of this Agreement, and (b) to read, process and utilize the Documentation and process the Media in connection with Use of the Software in accordance with the terms of this Agreement.

1.17 “User” means each individual employee of Customer or its authorized agents or subcontractors who Uses the Licensed Products as operated or made available by or through Customer, regardless of whether such individual is actively Using the Software at any given time.

1.18 “Version” means any new version or upgrade of the Software that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any) and which is designated by a numeric change to left of the decimal (e.g., Version 8.0 and 9.0).

Section 2. License Grant

2.1 General. Effective upon Customer’s payment of fees to Licensor’s reseller, Licensor hereby grants to Customer a non-exclusive, perpetual and non-transferable license to Use the Licensed Products, on and subject to the terms and conditions of this Agreement. Licensor reserves all rights in and to the Licensed Products not expressly granted in this Agreement.

2.2 Internal Use Limitation. Customer may Use and permit its Users to Use the Licensed Products only for Customer’s own internal business purposes. Other than Users authorized hereunder, Customer shall not permit any third party to Use the Licensed Products in any way whatsoever. Except as expressly authorized by Section 3 of this Agreement, Customer shall not, and shall not permit any User to, offer or Use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement.

2.3 Number of Users. Customer shall not Use, or permit the Use of, any Licensed Products by more than the maximum number of Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 3.3 and 4.4 hereof), whether or not such Users are actively Using the Licensed Products at the same time.

2.4 Copies. Customer may make a reasonable number of back-up copies of the Software for Customer’s archival or disaster recovery purposes only and not for production, development, evaluation or testing purposes (other than to ensure that such back-up copies are capable of replacing the Software in case of a disaster). Such copies shall be the property of Licensor and Customer shall not remove from, deface or overprint on the original Software any Licensor copyright notices, trademarks, logos, legends or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall keep exclusive possession of and control over the copies of the Licensed Product in its possession and shall effect and maintain adequate security measures to safeguard the Licensed Product from access or Use by any unauthorized person or person who is not an authorized User hereunder.

Section 3. Limited Third Party Use of Licensed Products

3.1 Affiliate Use. Any Customer Affiliate may Use the Licensed Products, provided that (a) such Customer Affiliate Uses the Licensed Products only for its own and/or Customer’s internal business purposes strictly in accordance with all of the terms and conditions set forth in this Agreement (including, without limitation, Section 2.3 above), and (b) Customer Affiliate agrees to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Customer Affiliates’ (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate (or its Users) shall be deemed a breach by Customer.

3.2 Use by Third Party Service Providers. Customer may permit Use of the Licensed Products by its third party service

providers or consultants, including any third parties providing Customer with outsourcing, data center management or disaster recovery services ("Service Providers"), provided that such Service Providers (a) Use the Licensed Products only for Customer's internal business purposes and (b) agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Service Providers' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Services Provider (or its Users) shall be deemed a breach by the Customer.

3.3 User Count and License Fee Adjustments. Any individuals afforded rights to Use the Licensed Products pursuant to Sections 3.1 or 3.2 shall be counted as Users for all purposes under this Agreement. Customer shall advise Licensor promptly upon any increase in the total number of Users as a result of any such Affiliate or Service Provider Use and shall pay to Licensor any required additional License fees at Licensor's then current applicable rates. No such adjustments shall be required for any incidental access to information in, from or generated by the Software required or requested by any external financial auditor of Customer or any Affiliate, or any representative of any governmental, accreditation or regulatory body in the course of their normal regulatory, investigative or professional duties for or with respect to Customer or any Affiliate.

Section 4. Unauthorized Use of Licensed Products

4.1 No Modification or Reverse Engineering. Customer shall not, and shall not allow any User, Affiliate or Service Provider to, (a) modify, port, adapt or translate or create any derivative works from or based on the Licensed Products, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software, or (c) combine or merge the Software with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile the Software if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from Licensor and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by Licensor to its customers for the same. Customer's Use of the Software to process Customer information or tasks and produce activity lists, schedules or reports which the Software enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 4.1.

4.2 No Transfer or Assignment. Except as may be otherwise expressly provided in Section 3, Customer shall not (a) sublicense, assign or transfer the Software in whole or in part to any third party, or (b) assign or transfer to any third party any of Customer's rights or interests in and to the Software, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third party.

4.3 Additional Customer Responsibilities. Customer shall maintain, and promptly provide to Licensor upon its request, accurate User lists and other reasonably detailed records regarding Use of the Software by or for Customer. If Customer becomes aware of any unauthorized Use of all or any part of the Licensed Products, Customer shall notify Licensor promptly, providing reasonable details. Customer will remain responsible for any unauthorized Use of the Licensed Products by any individuals employed by, acting as authorized agents of or performing services for Customer or its Affiliates (including any of their respective service providers).

4.4 Verification Rights. Upon reasonable prior notice to Customer not more than once every twelve (12) months, upon thirty (30) calendar days prior notice, Licensor may conduct an audit, using its own or third party personnel, to review that Customer's Use of the Licensed Products complies with this Agreement, including the number of licensed Users under this Agreement and the applicable Order Form(s). Licensor will conduct any such audit during Customer's normal business hours and in accordance with Customer's reasonable site security requirements. Customer will provide Licensor or the independent auditor with information reasonably requested in furtherance of the verification; however, Licensor has no right of access to any locations, servers, computers, records, data, accounts, or other information protected by law from disclosure. As an alternative, Licensor can request Customer complete a self-audit questionnaire. If any such audit or any other Customer-provided information reveals that Customer has underpaid any license or Support fees, then as a non-exclusive remedy, Licensor may invoice Customer for, and Customer will pay, such additional fees as are thereby determined to be payable, based on Licensor's then effective list prices. Each party shall bear its own costs.

Section 5. Proprietary Rights

5.1 Ownership of Licensed Products. Customer acknowledges that Licensor is and will remain the sole and exclusive owner of all Intellectual Property Rights. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

5.2. Ownership of Customer Data. Customer owns all Content or information Customer inputs into or that is processed using the Licensed Products or that is created in Customer's use of the Licensed Products ("Customer Data"). Nothing in this Agreement shall be construed as granting Licensor any right, title or interest in or to any Customer-provided

data or other content or information input into or processed using the Licensed Products.

5.3 Ownership of Other Materials. Licensor shall be the exclusive owner of all rights, title and interests, including all Intellectual Property Rights, in and to (i) the Licensed Products, (ii) any and all translations, adaptations, developments, enhancements, improvements, Updates, Versions, customizations or other modifications or derivations of or to the Licensed Products, whether or not developed by or for the Customer, and (iii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer. In providing any customized report template or other customized work product deliverables in connection with its provision of Services hereunder, Licensor does not and shall not be deemed to transfer to Customer any Intellectual Property Rights therein, whether as "work-for-hire" or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Licensed Products. Customer hereby assigns, grants and conveys to Licensor all rights, title and interests in and to any and all such materials, effective upon their creation or communication. Customer will execute and deliver to Licensor such further assignments and take all such further actions as Licensor may reasonably request to effect or evidence the assignment to and vesting in Licensor of all such rights.

Section 6. Confidential Information

6.1 Nature and Scope. Customer's (i) financial and audit working papers and related documentation, and (ii) all data and other information identified as confidential by Customer, are confidential information of Customer. Customer agrees that the Licensed Products constitute trade secrets and confidential information of Licensor. "Confidential Information" includes any internal policies, procedures or third party audit or attestation reports and all information that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether furnished or made available before or after the date of this Agreement, of either party, and regardless of its form, format, media or mode of disclosure (written, visual, electronic or other).

6.2 Obligations. Each party will keep all Confidential Information of the other Party strictly confidential. Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors or agents who have a need to know such information, provided that, prior to such disclosure, the disclosing party requires that each such employee, subcontractor or agent agree to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. For the purpose of this Section 6, with respect to Customer, "party" shall include any Affiliate of Customer who has Users hereunder. In addition, Customer and its Affiliates (if applicable) shall be responsible for full compliance of any of their Service Providers' or Users' full compliance with the confidentiality obligations hereunder. These confidentiality obligations shall survive for a period of five (5) years after Customer's termination of Support of the Software.

6.3 Licensor shall comply with the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 through 646A.628, to the extent applicable to its services.

6.4 Customer Data will not be accessed from, transmitted, or stored outside of the United States or its territories. Customer networks and systems will not be accessed from outside of the United States or its territories, including for maintenance and support services.

6.5 Exceptions. Confidential Information shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of a governmental agency or court order.

6.6 Any obligation of Customer to maintain the confidentiality of Licensor's proprietary information provided to Customer is conditioned by and subject to Customer's obligations under the Oregon Public Records Law, Oregon Revised Statutes (ORS) 192.311 to 192.478 which may require disclosure of proprietary information as a "public record" unless exempt under ORS 192.345 or ORS 192.355.

Section 7. Order, Delivery and Payment

7.1 The License and Support services are available through a price agreement with a Licensor-authorized reseller. Such price agreement is held by the Oregon Department of Administrative Services under applicable Oregon law. Customer will order software and services via a purchase order issued to the reseller. The Customer identified in the Order Form, Licensor and Hosting Addendum – TeamMate® Global License, Support and Services Agreement 6-3-15

Licensor's reseller are the only parties to the individual Order.

~~Order Form. All invoiced amounts are due and payable by Customer within thirty (30) days after the invoice date. Fees and other charges described in the applicable Order Form, do not include federal, state or local sales, foreign withholding, use, property, excise, service, value added or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. With respect to state/local sales tax, direct pay permits or a valid tax exempt certificates must be provided to Licensor prior to the execution of this Agreement. If Licensor is required to pay Taxes, Customer shall reimburse Licensor for all such amounts. Customer hereby agrees to indemnify Licensor for any such Taxes and related costs, interest and penalties paid or payable by Licensor.~~

Section 8. Support

8.1 Support Term and Fees. The initial term for Support of the Software will commence on the Order Effective Date and continue for such initial Support Period as shown on the applicable Order Form. Customer shall have the right to renew the Support. Customer shall give Licensor of its intent to renew the Support at least 90 days prior to the end of the then current term. Unless otherwise provided in the Order Form, Support will be provided to Customer at no additional charge during the initial twelve (12)-month term following the Effective Date. Support fees for each successive Support renewal term are payable by Customer annually in advance. At the request of Licensor, Customer will provide Licensor with an update and/or confirmation of the number of Users of the Software and to the extent such number of Users has increased, Customer will pay Licensor such increased license fees and Support as required hereunder.-

8.2 Licensor Support Obligations. Throughout the applicable Support Period, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in Section 8.4, Licensor will provide or cause to be provided the following Support services: (a) telephone help-desk, and electronic and/or remote access support to assist Customer in its Use of the Software and respond to any reported failures of the Software to conform to Section 10.2 (provided that this support shall not be in lieu of obtaining training with respect to the Licensed Product, for which there is a Service charge); (b) provision of such Updates and Versions as Licensor from time to time produces and distributes generally to Software licensees under Support for no additional fees; and (c) such other support services as Licensor provides generally to licensees as part of its then current Software support and maintenance program.

8.3 Customer Responsibilities. Throughout the applicable Support Period, Customer will: (a) cooperate with Licensor in investigating and seeking to identify the cause of any claimed failure of the Software to perform in accordance with this Agreement; (b) allow such other remote and/or on-site access to the Software and to Customer's systems as may be reasonably required for Licensor to perform Support activities and (c) install all Updates and/or Version of the Software within at least eighteen (18) months of their release by Licensor. Licensor's obligation to provide the Support described in Section 8.2 above shall not apply to the extent Customer is not in full compliance with this Section 8.3. Customer acknowledges that the failure to timely install any Updates and/or Versions shall excuse Licensor's warranty and indemnity obligations herein, if and to the extent any performance or infringement issues thereby would have been avoided or mitigated by Customer's installation of such Updates and/or Versions.

8.4 Exclusions. Licensor Support will not include: (a) resolution of problems resulting from: (i) any modification of or damage to the Software or its operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable Licensor Documentation, or (iii) Customer's failure to implement any Updates provided by Licensor within the period of time required in Section 8.3(d); (b) new Versions of the Software for which Licensor establishes and generally charges Software licensees a separate license fee; (c) the provision of any Updates or other program Support described in Section 8.2, if Customer is in default with respect to payment of Support fees; or (d) Services, including but not limited to any installation, implementation and other Services.

8.5 Support Termination. Either party may terminate Support under this Agreement as of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least ninety (90) days prior to the end of such applicable Support Period and/or renewal term. If Customer's license to use any of the Software is terminated for any reason, Support will terminate automatically as to such Software. If Licensor terminates Support in accordance with this Section 8.5, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid Support fees for any period beyond the termination effective date.

Section 9. RESERVED

Section 10. Limited Warranties and Disclaimers

10.1 Authority. Each party represents to the other that such party has the full power and authority to enter into and

perform this Agreement.

10.2 Software and Media. Licensor warrants to Customer that, for a period of ninety (90) days from its delivery date, (a) the Software will perform substantially in accordance with the material functional specifications contained in the Documentation in effect at the time of delivery to Customer when such Software is properly installed and Used on the recommended operating system, and (b) the Media on which the Software is furnished, if any, will be free from material defects under normal use. Licensor's entire liability and the Customer's sole and exclusive remedy for breach of this Section 10.2 will be limited to either, at Licensor's option, replacement of the Software and Media, if any, at no charge to Customer or refund of the license fee paid by Customer and termination of this Agreement. The warranties in this Section 10.2 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

10.3 Services. Licensor warrants to Customer that all Support services provided under this Agreement will be performed by competent personnel with appropriate experience in providing such Support services.

10.4 Warranty Limitations. The preceding Licensor warranties do not apply to and, to the full extent permitted by law, Licensor shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of the Software by any person other than Licensor (except as directed or authorized by Licensor); (iv) the combination of the Software with products or services not provided by Licensor (except as directed or authorized by Licensor); (v) Use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (vi) Use of an earlier Version of some or all of the Software other than the current Version or Use of Software without all Updates installed.

10.5 DISCLAIMERS. (a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 10 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE LICENSED PRODUCTS, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF LICENSOR WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, (A) THE LICENSED PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE LICENSED PRODUCTS AND ITS OWN AUDIT APPROACH OR METHODOLOGY.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

(c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY SECTION 10.5(a), THEN ANY DIFFERENT OR ADDITIONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SOFTWARE DELIVERY OR SERVICES PERFORMANCE, AS APPLICABLE.

Section 11. Indemnities

11.1 Infringement Indemnity. (a) General. Licensor agrees (i) to defend Customer against or, at Licensor's option (subject to Section 11.2), settle any unaffiliated third party claim or action brought against Customer asserting that Customer's Use of all or part of the Licensed Products in conformity with this Agreement infringes such third party's copyrights or registered trademarks in the United States, Canada, Australia or the European Union or a third party's patents in the United States, provided, however, that Licensor may not settle any cause of action that affects an interest of the State of Oregon without the State's prior consent, and (ii) to indemnify Customer against actual damages and reasonable costs and expenses assessed

against or recovered from Customer as a result of any such claim or action.

(b) Exclusions. Section 11.1(a) does not cover claims or actions based upon or arising out of: (i) Use of the Licensed Products in combination with other non-Licensor-provided products or programs with which the Licensed Products are not authorized or intended to be used; (ii) modification or alteration of the Software by Customer or for Customer by any person other than Licensor or its authorized agent; (iii) Use of the Licensed Products in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; or (iv) use of a superseded or altered Version of some or all of the Software if infringement would have been avoided or mitigated by the use of a subsequent unaltered Version (with all Updates) of the Software that is provided to Customer as part of Support.

(c) Licensor Cure. If all or part of the Licensed Products become, or in Licensor's opinion, are likely to become, the subject of a third party claim of infringement or violation of such third party's intellectual property rights, Licensor may, at its option: (i) procure for Customer the right to continue using the affected Licensed Products; (ii) replace the same with substantially equivalent, non-infringing materials; or (iii) modify the affected Licensed Products so that they become non-infringing without materially changing their functionality. If, in Licensor's opinion, none of the foregoing alternatives are feasible or commercially reasonable, Licensor may terminate Customer's license to the affected Licensed Products, require and accept return of the same, and refund to Customer the unamortized portion of the allocable Software license fees paid by Customer with respect thereto (based on a five-year estimated useful life) and the unused portion of any Customer prepaid, related Support fees.

11.2 Indemnification Procedures. The indemnity in this Section 11 is contingent upon: (i) Customer promptly notifying the Licensor in writing of any claim which may give rise to a claim for indemnification; (ii) Licensor being allowed to control the defense and settlement of such claim; and (iii) Customer cooperating with all reasonable requests of Licensor (at Licensor's expense) in defending or settling a claim. Customer shall have the right, at its option and expense, to participate in the defense of any suit or proceeding through a counsel of its own choosing. Licensor may settle any such claim, provided that no settlement of any claim admitting liability of, or imposing duties or restrictions upon, Customer, other than for payment of monetary amounts for which Licensor agrees to be responsible or for termination of Customer's Use of the Software in accordance with Section 11.1, may be effected without the prior written consent of the Customer, which shall not be unreasonably withheld or delayed. The indemnities in this Section 11 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

Section 12. Limitations of Liability

12.1 Internet Exclusion. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS OR NETWORKS. LICENSOR SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

12.3 Damages Exclusion. EXCEPT AS OTHERWISE PROVIDED IN SCHEDULE A, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR OR CUSTOMER, NOR THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE).

12.4 Limitations of Liability. Except for any indemnification liability arising under Section 11.1 of this Agreement, and except as otherwise provided in Schedule A, the entire and collective liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Licensed Products, Content, Support or Services, or any other cause whatsoever, including without limitation on account of performance or nonperformance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Licensor in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

12.5 Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, any Order

Form, or the Licensed Products, Support, Services or other subject matter hereof or thereof, whether based on contract, tort (including negligence) or otherwise, must be commenced within one year from the date such claim or cause of action first arose.

Section 13. Term and Termination

13.1 Term. This Agreement will become effective upon Licensor's reseller's acceptance of the Order Form, and will remain in force until terminated in accordance with the terms hereof.

13.2 Termination. (a) Either party may terminate this Agreement in its entirety, or in part with respect to an Order Form for Services, at any time upon thirty (30) calendar days prior written notice, if the other party materially fails to comply with any of the terms and conditions of this Agreement and such failure is not cured by the end of such thirty (30)-calendar day period. Licensor may terminate this Agreement immediately if Customer materially fails to comply with Sections 2, 3, 4, 5 or 6 of this Agreement.

(b) Unless otherwise specified by the parties in writing, either party may terminate this Agreement in part with respect to the delivery by Licensor of any of the Services upon thirty (30) calendar days' advance written notice. Upon any such partial termination, Licensor shall advise Customer of the extent to which performance of a terminated Service has been completed through such date. Licensor shall be paid for all work performed and expenses with respect to such Service through the date of termination.

13.3 Termination for Lack of Funding. Nothing in this Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Customer's payment for license fees due after the last calendar day of the current State of Oregon biennium is contingent upon Customer receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Customer, in the exercise of its reasonable administrative discretion, to continue to compensate Licensor. Customer may immediately terminate this Agreement upon written notice if Customer fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Customer's budget or spending plan and Customer determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this Agreement.

13.4 Effects of Termination. Upon termination of this Agreement for cause by Licensor, including due to violation by Customer or Affiliates (or their respective Users) of Sections 2, 3, 4, 5, 6 or 10.1 or for failure to pay any license fee or contractually required Support Fee due hereunder or any applicable Order Form ("Licensor For-Cause Termination"), Customer shall immediately cease using the Licensed Products, return all of the Licensed Products (including all copies thereof, in whatever form) to Licensor, and return to Licensor all of its Confidential Information in tangible form, destroy or erase any computer entries, database entries and any other recordation of Licensor Confidential Information.

13.5 Survival. In the circumstance of a Licensor For-Cause Termination, all license rights granted under Sections 2 and 3 shall be terminated, provided Sections 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination of the Agreement. In the circumstance of a Customer ceasing to maintain Support or expiration of the Agreement, Sections 2, 3, 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination or expiration of the Agreement.

Section 14. Governing Law and Dispute Resolution

14.1 Governing Law. This Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law.

14.2 Sovereign and other Immunities. In no way may this section or any other term of this Agreement be construed as (i) a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, or (ii) consent by the State of Oregon to the jurisdiction of any court.

14.3 Injunctive Relief. Each party agrees that any actual or threatened breach by the other of its obligations under this Agreement relating to proprietary rights, confidentiality and non-disclosure of Confidential Information may cause irreparable damage for which legal remedies are inadequate, and each party agrees that the other may seek immediate injunctive or other equitable relief restraining such actual or threatened breach in any judicial forum, without the need to first secure a judgment or award and without the need to seek arbitration and follow any procedures related thereto.

14.3 Dispute Resolution. Any dispute between the parties under this Agreement that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

14.4. Attorneys' Fees. Neither party to this Agreement is entitled to obtain judgment from the other party for attorneys' fees incurred in any litigation between the parties. Except as allowable under Sections 7 and 8 of this Rider, neither party may obtain judgment from the other party for attorneys' fees incurred in the defense of any claim asserted by a third party.

Section 15. Miscellaneous Provisions

15.1 Export Controls. Customer acknowledges that the Licensed Products are subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "Export Control Laws"). From and after Licensor's delivery of the Licensed Products to Customer, Customer shall comply with any and all applicable Export Control Laws applicable to the Licensed Products.

15.2. Government Use. In the event that Customer is an agency of the United States Government or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Customer acknowledges that the Software and Documentation, respectively, provided to Customer hereunder constitute commercial computer software and commercial computer software documentation developed at private expense and are subject to the terms and restrictions of this Agreement pursuant to FAR 27.405-3 and DFARS 227.7202. The contractor/manufacturer is Licensor, with an address set forth on the applicable Order Form.

15.3 Entire Agreement. This Agreement, including its Schedules and exhibits, together with all Order Forms, (i) collectively constitute the entire agreement between the parties, and (ii) supersede all prior agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by Licensor.

15.4 Precedence. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement as to the License and Support services; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control as to the License and Support services. . The Order Form is an agreement between Customer and the reseller and subject to the provisions of the statewide price agreement; the provisions of this Agreement are separate and apart from the statewide price agreement and will not modify the provisions of the statewide price agreement.

15.5 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be, to the maximum extent permitted by applicable law, construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. The remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

15.6 Amendment; Waiver. This Agreement may be modified or amended by a writing expressly identified as an amendment and signed by both parties.

15.8 Assignment. Customer may not assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of Licensor, except that, after reasonable prior notice thereof to Licensor, Customer may assign or transfer its rights and obligations under this Agreement to an Affiliate of Customer or to a successor to its business to which this Agreement relates.

15.9 Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation,

fire, flood, earthquake or other natural catastrophes, acts of war, terrorism or civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes or difficulties, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers, transportation stoppages or slowdowns or the inability to procure parts or materials. Each party will use reasonable efforts to give written notice to the other promptly after becoming aware of any condition or event causing any such excusable performance failure or delay.

15.10 Insurance. During any period in which it is performing Services for Customer, Licensor will maintain (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such Services are being performed, and (b) general liability insurance in commercially reasonable amounts covering liability for bodily injury, death and property damage. Upon written request, Licensor shall promptly provide written confirmation of such insurance coverage.

15.11 Independent Contractor. Each party's relationship to the other is that of an independent contractor. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create a partnership, joint venture or employment or agency relationship between the parties or between Customer and any Licensor employee, agent or contractor. Neither party has any authority to bind, incur liability for or otherwise act on behalf of the other party, and neither party will represent or imply that it has any such authority.

15.12 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been received upon personal delivery, by facsimile (followed by delivery of a hard copy thereof within five (5) business days of such facsimile), by commercial overnight courier service, or five (5) business days after mailing by certified or registered mail to the address for such party provided in the Order Form.

15.13 Electronic Documents. Any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability solely for that reason and shall meet any requirement to provide an original or print copy.

15.14 Compliance with law. The parties shall comply with all federal, state and local laws applicable to them. To the extent applicable to its services, Contractor shall comply with Oregon's Statewide Information Security Standards, found at: <https://www.oregon.gov/das/OSCIO/Documents/2017%20ISO%20Standards%20Oregon.pdf>, and Oregon's Statewide Policies, found at: www.oregon.gov/das/Pages/policies.aspx#IT. ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.

15.15 Non-Discrimination. If the anticipated total value of the Software and services to be provided under this Agreement is \$150,000 or more, Licensor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.212 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Licensor agrees, as a material condition, to maintain such policy and practice in force during the term of this Agreement. Licensor's failure to maintain such policy and practice constitutes a breach entitling Customer to terminate this Agreement for cause.

15.16 Pay Equity. As required by ORS 279B.235, Licensor shall comply with ORS 652.220 and not unlawfully discriminate against any of its employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability, or age. Licensor's compliance with this section is a material term of this Agreement, and Licensor's failure to comply constitutes a breach entitling Customer to terminate this Agreement for cause.

As required by ORS 279B.235, Licensor may not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Licensor shall not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

15.17 Tax Compliance. By executing this Rider, the undersigned certifies under penalty of perjury that Licensor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and that Licensor has no undisclosed liquidated and delinquent debt owed to this state or any political subdivision. Licensor shall, for the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, to Licensor's property, operations, receipts, or income, or to Licensor's performance of or compensation for any work performed by Licensor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, or to goods, services, or property, whether tangible or intangible, provided by Licensor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.



This Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Licensor's compensation under this Agreement, or (ii) exercising a right of setoff against Licensor's compensation relating to this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

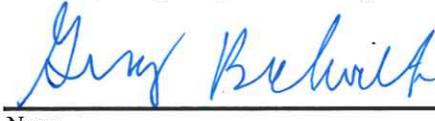
SIGNATURES:

Wolters Kluwer Financial Services, Inc.



Joshua Skattum	Supervisor, Customer Support	06/27/2019
Name	Title	Date

State of Oregon by and through the Department of Administrative Services

 Procurement Services Mgr 6/27/2019

Name	Title	Date
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State of Oregon Department of Justice

Karen Johnson	by Email	AAG	6/21/2019
Name		Title	Date