

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 04/01/14**Expiration Date:** 04/30/19**Master Agreement Description:** Fortis Enterprise Document Management & Content Solution**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

JEFF COTNOIR 207-624-9449 ext. Jeff.Cotnoir@maine.gov

**Requestor Information**

Thomas Howker 207-624-8878 ext. Thomas.n.howker@maine.gov

**Authorized Departments**18B BUREAU OF INFORMATION SERVICES  
10A DEPT OF HUMAN SERVICES  
ALL**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC0000203987

**Vendor Name**

DOCUWARE CORPORATION

**Alias/DBA****Vendor Address Information**

4 CROTTY LANE STE 200

NEW WINDSOR, NY 12553

US

**Vendor Contact Information**

CORY GIOVANELLA

713-806-9166 ext. 230

CORY.GIOVANELLA@DOCUWARE.COM

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** DOCUWARE CORPORATION

**Commodity Line #:** 1

**Commodity Code:** 92046

**Commodity Description:** Annual Software Support & maintenance

**Commodity Specifications:** Fortis Enterprise Document Management & Content Solution

**Commodity Extended Description:** As per the specifications attached and made part of this MA.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 04/01/14	<b>Service End Date</b> 04/30/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

### Commodity Information

**Vendor Line #:** 1

**Vendor Name:** DOCUWARE CORPORATION

**Commodity Line #:** 2

**Commodity Code:** 92046

**Commodity Description:** Software License Purchase

**Commodity Specifications:** Fortis Enterprise Document Management & Content Solution

**Commodity Extended Description:** As per the specifications attached and made part of this MA.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 04/01/14	<b>Service End Date</b> 04/30/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** DOCUWARE CORPORATION

**Commodity Line #:** 3

**Commodity Code:** 92046

**Commodity Description:** Training

**Commodity Specifications:** Fortis Enterprise Document Management & Content Solution

**Commodity Extended Description:** As per the specifications attached and made part of this MA.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 04/01/14	<b>Service End Date</b> 04/30/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** DOCUWARE CORPORATION

**Commodity Line #:** 4

**Commodity Code:** 92046

**Commodity Description:** Professional Services - Change Requests

**Commodity Specifications:** Fortis Enterprise Document Management & Content Solution

**Commodity Extended Description:** As per the specifications attached and made part of this MA.

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 04/01/14	<b>Service End Date</b> 04/30/19
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

## Terms and Conditions

### **Agreement Terms and Conditions**

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

AdvantageME CT No: \_\_\_\_\_

STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
Office of Information Technology  
Agreement to Purchase Services

THIS AGREEMENT, made this 1st day of April, 2014 is by and between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology, hereinafter called "Department," and Westbrook Technologies Incorporated, located at 22 Summit Place, Branford, CT 06405, telephone number 203-483-6666 x612, hereinafter called "Provider", for the period of April 1, 2014 to June 30, 2018.

The AdvantageME Vendor/Customer number of the Provider is VC0000196036.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Provider hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A, and under the terms of this Agreement. The following riders are hereby incorporated into this Agreement and made part of it by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Not Used
- Rider C - Not Used
- Rider D - Westbrook Technologies Professional Services Agreement w-State Edits
- Rider E - Westbrook Technologies Customer Support Agreement w-State Edits
- Rider F - Westbrook Technologies EULA w-State Edits
- Rider G - Identification of Country in Which Contracted Work will be Performed
- Rider H - Information Technology Confidentiality and Non-disclosure Agreement
- Rider I - Debarment Certification
- Rider J - IRS Publication 1075 - Tax Information Security Guidelines

WITNESSETH, that this contract is consistent with Executive Order 17 FY 08/09 or a superseding Executive Order, and complies with its requirements.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this agreement in 3 original copies.

**OFFICE OF INFORMATION TECHNOLOGY**

By: Gregory A McNeal for 3-31-14  
James R. Smith, Chief Information Officer  
and

**Westbrook Technologies Incorporated**

By: Paul D Remington 3/28/14  
Paul D. Remington, CFO

Total Agreement Amount: \$ 0.00

Approved: \_\_\_\_\_  
Chair, State Purchases Review Committee  
BP54 (Rev 9/07) - (Rev Rider B-IT 7/15/09)

**RIDER A**  
**SPECIFICATIONS OF WORK TO BE PERFORMED**

The State of Maine, Office of Information Technology, has chosen Fortis as one of its Enterprise Document Management and Content Solution products. The State of Maine has used Fortis for over 15 years, eight years as an Enterprise Document Management Solution. The State has invested extensively in implementing Fortis. It is used across all Executive Agencies and it's a critical core application of State Government.

The Agreement establishes a master agreement under which product and services may be purchased from Provider to support, maintain and implement Document Management Solutions based on the Fortis platform. Individual delivery orders ("Delivery Orders") will be initiated by the State of Maine under this contract for specific products and services, and the Provider shall have the option of accepting, responding to or rejecting any such Delivery Order. Examples of such Delivery Orders could include, but will not be limited to: (1) annual software support and maintenance; (2) software license purchases; (3) software application training; and (4) fixed price statement of work/change orders with fixed deliverables. If the Provider accepted a Delivery Order, then Department and Provider shall enter into an agreement for such work based on the applicable form contract attached hereto as Rider D, E or F.

All terms of this Agreement, including the riders and Delivery Orders, are to be interpreted in such a way as to be consistent with the following document order of precedence with Agreement – Page 1 being the highest precedence and Rider I – Debarment being the lowest precedence.

- Contract – Page 1 – Agreement to Purchase Services
- Rider A – Specifications of Work to be Performed
- Rider J – IRS Publication 1075 – Tax Information Security Guidelines
- Rider D – Westbrook Technologies Professional Services Agreement w-State Edits
- Rider E – Westbrook Technologies Customer Support Agreement w-State Edits
- Rider F – Westbrook Technologies EULA w-State Edits
- Rider G – Identification of Country in Which Contracted Work will be Performed
- Rider H – Information Technology Confidentiality and Non-disclosure Agreement
- Rider I – Debarment Certification

Contract terms and conditions from this Agreement apply to Delivery Orders initiated under this Agreement. Work to be performed and work terms, work deliverables and milestones, work payment terms, and the work performance period shall be detailed in each Delivery Order that is accepted by the Provider and each Statement of Work pursuant to Riders D, E or F (as applicable) that the Department and Provider must enter into before any such work is commenced.

If found to be advantageous for the State, this Agreement shall not limit the State from contracting and purchasing from other vendors' Fortis Software, Support and Consulting Services. In any event, the Department and Provider may terminate this Agreement at their convenience upon 30 days written notice, unless there is an outstanding Statement of Work pursuant to Riders D, E or F, in which case the termination of this Agreement shall only occur once all Statements of Work have earlier expired, terminated or otherwise been completed according to their terms.

If Provider develops new form documents during the term of this Agreement for the services described in Riders D, E and F, and such form documents are to be used generally by the Provider with its clients, then the Department and Provider will work together in good faith to modify this Agreement and replace Riders D, E and/or F, as applicable, with such new form document(s).

All software purchases, renewals and Statement of Work orders will be based on fixed cost quotes.

Customized deliverables, which are generally covered by Rider D, will follow the following process:

- A. Request for Quote (RFQ) – Application development and customization requestes under this Agreement will be initiated by the Department with a written Request for Quote (RFQ). The RFQ will contain sufficient detail to allow the Provider to respond with a complete and accurate quote, and at a minimum will contain: contact information including technical, administrative and program area contacts; any draft or final drawings or specification; any deadlines for delivery of quote or deadlines related to final delivery.
- B. RFQ Response - Provider will either respond to the RFQ with a firm price, fixed response, or Provider may choose not to respond to the RFQ. As necessary, the RFQ response would include any functional design documents or other such specifications that describe in detail the work to be performed, project plans/timetables, project limitations and project payment terms. The RFQ may describe the Providers’ work role and expectations of the State of Maine’s work role. If the RFQ response as delivered to the Department is not acceptable, the Department may not accept the response or the Department and Provider may work together to refine the RFQ response to better meet the desired outcomes of the Department, at which time the Provider will resubmit a revised RFQ Response.
- C. Delivery Order - Upon acceptance of the RFQ Response the Department shall issue a Delivery Order, attaching the RFQ Response signed by both parties approving funding and work initiatives, Delivery Orders must be accepted by Provider before they take effect any such acceptance of a Delivery Order by Provider, the parties will enter into an agreement for such work based upon the form attached hereto as Rider D.

Rates charged in SOW Delivery Orders executed shall not exceed rates presented in the following table. Costs shall be prorated for partial days. The State of Maine shall not be charged for travel time from Provider’s office in Connecticut to Augusta, Maine, but will be charged for reasonable travel expenses incurred by Provider for intra-state Maine travel associated with the provision of services under this Agreement.

<u>Title</u>	<u>Not to Exceed - Daily Rate For Remote Work Performed by the Provider Outside of the State of Maine</u>	<u>Not to Exceed - Daily Rate On-site Augusta, Maine or other State of Maine offices or locations</u>
<u>Fortis Business and Document Management Specialist</u>	<u>\$1,400.00 per day</u>	<u>\$1,500.00 per day plus intra-state travel expenses in the State of Maine</u>

Vendor shall invoice the Department per invoice contact details contained in the signed agreements between the parties that are based on Rider D, E or F, as applicable. On work completion, invoices shall be approved and paid by the Department.

**Agreement Administrator**

The Agreement Administrator is the Department's representative for this Agreement. S/he is the single authority to act on behalf of the Department for this Agreement. S/he shall make decisions on all claims

of the Provider. The Provider shall address all contract correspondence to the Agreement Administrator. The following person is the Agreement Administrator for this Agreement:

Name: T. Howker  
Title: Contracts and Procurement  
Address: 51 Commerce Drive, 4<sup>th</sup> Floor, SHS # 145, Augusta, ME 04333-0145  
Telephone: 207.624.8878  
E-mail address: Thomas.n.howker@maine.gov

The following individual is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement. All project status reports, day to day operational issues and project program material and issues shall be directed to this individual.

Name: A. Saban  
Title: Documents Management Applications Manager  
Address: 51 Commerce Drive, 4<sup>th</sup> Floor, SHS # 145, Augusta, ME 04333-0145  
Telephone: 207.592.0353  
E-mail address: Ann.Saban@maine.gov

### **Accessibility**

All software products acquired or developed through this agreement must comply with the State Accessibility Policy and the Americans with Disabilities Act. The State of Maine shall annually test such software for compliance and the resulting test report shall be shared with the Provider. If the State determines that Provider is not in compliance with such policy and/or such Act, the State and Provider shall in good faith negotiate a remediation plan to bring the software products into compliance. If the parties are unable to reach agreement on a remediation plan, the State may terminate the Agreement upon thirty (30) days written notice without further obligation to the Provider.

### **Non-Appropriation**

Notwithstanding any other provision of this Agreement, if the Department does not receive sufficient funds to pay for the work to be performed under this Agreement, if funds are de-appropriated, or if the Department does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the Department is not obligated to make payment under this Agreement; provided, however, the Department shall be obligated to pay for work performed and accepted by the Department.

### **Equal Employment Opportunity**

Provider shall comply with the State of Maine Code of Fair Practices and Affirmative Action set forth in 5 M.R.S. § 784(2).

**Rider D**  
**Westbrook Technologies Professional Services Agreement w-State Edits**

**PROFESSIONAL SERVICES AGREEMENT**

between

Westbrook Technologies Incorporated

and

[Company Name]

[Project Name]



# PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of [date] (the "Effective Date") by and between [Customer Name], with offices at [Customer Location] ("Customer"), and Westbrook Technologies Incorporated, with offices at 22 Summit Place, Branford, CT 06405 ("WTI"), and describes the terms and conditions pursuant to which WTI will provide professional services to Customer.

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

## 1. Scope of Services

**1.1 Services.** WTI will provide the professional services (the "Services") set forth in one or more Statements of Work (each, an "SOW"). The initial SOW is attached as Schedule A to, and made a part of, this Agreement. Each subsequent SOW must be executed by both parties to be effective. Each such executed SOW shall then be attached to and made a part of this Agreement. In the event of any conflict between an SOW and this Agreement, this Agreement shall prevail, unless the SOW expressly states that the parties intend to override any such conflicting term in this Agreement.

**1.2 Manner of Performance.** WTI will retain the sole and exclusive right to control or direct the manner or means by which the Services are performed. WTI may subcontract or assign any or all of its obligations and rights under this Agreement.

**1.3 Commencement.** The initial Services will commence as soon as reasonably practical following WTI's receipt and acceptance of a signed copy of this Agreement. Any future Services will commence as soon as reasonably practical after the parties have executed an SOW for such Services.

## 2. Customer's Duties and Responsibilities

**2.1 Data, Information and Equipment.** Customer will make available in a timely manner at no charge to WTI all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources required by WTI for the performance of the Services. Customer will be responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer will provide, at no charge to WTI, office space, services and equipment (such as copiers, fax machines, and modems) as WTI reasonably requires to perform the Services when Services are performed at Customer's premises or as otherwise agreed to between Customer and WTI and noted in an SOW.

**2.2 Tasks.** Tasks that are the responsibility of Customer's personnel will remain Customer's responsibility and will remain under Customer's supervision, management, and control, even if WTI assists Customer in performing such tasks.

**2.3 Additional Duties.** Additional duties and responsibilities of Customer are set forth in Part 4 of the SOW.

## 3. Relationship of Parties

**3.1 Independent Contractors.** Each party to this Agreement will be and act as an independent contractor and not as an agent or partner of, or joint venturer with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

**3.2 Contact Person.** Each party will appoint in writing an employee or agent of such

party to act as the "Contact Person" for all communication between the parties related to the Services. The Contact Person will be responsible for monitoring the status of the Services and will schedule regular meetings with both technical and management personnel of each party to review the status of the Services. Either party may change its Contact Person upon written notice to the other.

The initial Contact Person for Customer shall be: [INSERT NAME AND CONTACT DETAILS].

The initial Contact Person for WTI shall be: [INSERT NAME AND CONTACT DETAILS].

**3.3 Nonsolicitation.** Customer acknowledges and agrees that the employees and consultants of WTI who perform the Services are a valuable asset to WTI and are difficult to replace. Accordingly, Customer agrees that for a period of one (1) year after the Completion of the Services (as defined in Part 3 if the applicable SOW), it will not offer employment as an employee, independent contractor, or consultant to any WTI employee or consultant who performs any of the Services. If Customer hires in violation of this Section 3.3, Customer will pay to WTI damages equal to fifty percent (50%) of that individual's annual salary. For purposes of this Agreement, an individual's annual salary will mean that individual's annual salary with either WTI or with Customer as of the date of breach, whichever is greater.

#### 4. Fees and Payments

**4.1 Fees.** Customer will pay WTI for the Services in accordance with the pricing terms and payment schedule set forth in the applicable SOW. WTI reserves the right to modify the fees by providing Customer with thirty (30) days written notice of any such modification. WTI will invoice Customer as set forth in Part 5 of the SOW. Customer will pay all fees

and expenses within forty-five (45) days of the date of invoice, unless specified differently in an SOW.

#### 4.2 Expenses.

(a) Customer will reimburse all reasonable travel and other related expenses incurred by WTI in its performance of the Services, unless specified differently in an SOW.

(b) Customer will reimburse all reasonable shipping expenses incurred by WTI in its performance of the Services, unless specified differently in an SOW.

**4.3 Taxes.** Customer will pay or reimburse WTI for all federal, state, or local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of WTI).

**4.4 Interest and further costs.** Customer will pay WTI one and one half percent (1½%) interest, or the maximum rate allowable by law, whichever is less, per month on the outstanding balance of any fees or expenses not paid within forty-five (45) days of the date of invoice. Customer will be responsible for all costs incurred by WTI in connection with any claim made by WTI to recover payment of Customer's account, including, without limitation, all professional fees and legal costs.

#### 5. Warranty and Limitation of Liability

**5.1 Warranty and Disclaimer.** WTI WARRANTS TO CUSTOMER THAT IT WILL PERFORM THE SERVICES IN A PROFESSIONAL AND WORKMANLIKE MANNER. WTI MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO ANY MATERIALS OR SERVICES PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. WTI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT

**LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SUCH MATERIALS AND SERVICES OR THE USE OF ANY OF THE FOREGOING. No employee, agent, representative, or affiliate of WTI has authority to bind WTI to any oral representations or warranty concerning the Services. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.**

**5.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER ANY CLAIM FOR SUCH DAMAGES IS ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WTI WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OF OR FURNISHING THE SERVICES. WTI'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES OF ANY KIND WILL NOT IN ANY EVENT EXCEED THE FEES PAID BY CUSTOMER TO WTI UNDER SECTION 4.1 OF THIS AGREEMENT. The provisions of this Article 5 allocate risks under this Agreement between Customer and WTI. WTI's pricing reflects this allocation of risk and limitation of liabilities.**

**5.3 Timing. No action arising out of any breach or claimed breach of this Agreement or the transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party**

**knew or reasonably should have known of the breach or claimed breach.**

## **6. Ownership of Proprietary Rights**

**6.1 Ownership. Customer agrees that all inventions, improvements, discoveries, or developments, including but not limited to all deliverables, specifications, designs, documentation, and other materials developed or authored by WTI, that WTI may make or conceive, either solely or jointly with others, whether arising from WTI's own efforts or suggestions received from any other source, and arising out of the Services provided under this Agreement, are the sole property of WTI. To the extent that Customer would have a claim to any such rights, Customer hereby irrevocably grants, conveys, and assigns to WTI all such rights therein, including but not limited to all patents, copyrights, trade secrets, and all other proprietary rights.**

**6.2 Right to Develop Independently. Customer understands and acknowledges that WTI is in the business of developing products and providing consulting services similar to those provided for Customer for other parties generally based upon the same computer software, tools and knowledge base. Customer agrees that nothing in this Agreement will impair WTI's right to provide the same services or develop for itself or others deliverables substantially similar to, or performing the same or similar functions as, the Services under this Agreement.**

## 7. Term and Termination

**7.1 Term.** *This Agreement will take effect on the Effective Date and will remain in effect until the later of (i) [ ] and (ii) the date of Completion of the Services (as defined in Part 3 if the applicable SOW) under all outstanding SOWs, unless earlier terminated in accordance with Section 7.2.*

**7.2 Termination.** *This Agreement may be terminated: (a) by either party if the other commits a material breach of this Agreement, which breach is not cured within thirty (30) days of a written notice of such breach by the non-breaching party; or (b) by WTI if Customer (i) terminates or suspends its business activities, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.*

**7.3 Effect of Termination.** *Termination of this Agreement will not affect the provisions relating to the payment of amounts due, or the provisions of the following Articles and Sections: 3.1, 3.3, 4, 5, 6, 8, 9.4, and 9.7, all of which will survive termination of this Agreement, regardless of the reason for termination.*

## 8. Confidential Information

**8.1 Definition.** *The parties acknowledge that by reason of their relationship with each other under this Agreement each will have access to certain information and materials concerning the other's business, plans, customers, technology and/or products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information").*

1. **Obligation.** Each party agrees that it will not use in any way for its own account, or for the account of third parties, nor disclose to any third party, any Confidential Information revealed to it by the other party except as may be required by law, including, without limitation, the Maine Freedom of Access Act. Each party will protect the Confidential Information by using the same degree of care it uses for its own confidential information, but in no event less than reasonable care. Upon request by the receiving party, the disclosing party will advise whether or not it considers any particular information to be Confidential Information. . In the event there is a third party request pursuant to the FOAA for Proprietary Property, Customer shall notify WTI and accord to WTI the opportunity to take any steps it deems appropriate to prevent disclosure.

## 8.2

## 9. General

**9.1 Assignment.** *Customer may not assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without the prior express written consent of WTI, which consent will not be unreasonably withheld or delayed. Any purported assignment in violation of this Section 9.1 will be void and of no effect.*

**9.2 Amendment; Waiver; Change Orders Procedure.**

**(a) No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. No terms, provisions, or conditions of any purchase order or other business form or written authorization used by Customer will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of WTI to object to any such terms, provisions, or conditions. No failure or delay by either party in exercising any right, power, or remedy under this Agreement will operate as a waiver of any such right, power, or remedy.**

**(b) Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order"). The Change Order shall contain a description of the change and deliverable, as well as the cost, timeline and possible delays that may occur due to the change. The Contact Person of the party proposing the change in scope must communicate the proposed Change Order to the Contact Person of the other party.**

**9.3 Force Majeure. Neither party will be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control, including but not limited to acts of God, war, strikes, or shortages of materials.**

**9.4 Notices. All notices, demands, or consents required or permitted under this Agreement will be in writing. Notice will be sent by certified or registered mail, return receipt requested, or by commercial express courier, to the parties at the addresses set forth on the first page of this Agreement, or at such other postal or e-mail address or fax number as may be given by either party to the other in writing. Notice by fax or e-mail must be accompanied by a confirmation copy sent by mail or courier.**

**9.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.**

**9.6 Entire Agreement. This Agreement, as may be amended from time to time, constitutes the final, complete and exclusive agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements.**

**9.7 Governing Law. This Agreement will be governed by the laws of the State of Maine, USA, excluding conflict of laws provisions. All disputes arising out of this Agreement will be subject to the exclusive jurisdiction and venue of the state and federal courts of Maine, and the parties consent to the exclusive and personal jurisdiction of these courts.**

**9.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original and may be transmitted by facsimile or e-mail, and all of which will constitute one and the same instrument.**

**PROFESSIONAL SERVICES AGREEMENT AUTHORIZATION**

The parties have executed this Agreement through their duly authorized representatives.

\_\_\_\_\_ ("CUSTOMER")

Westbrook Technologies Incorporated ("WTI")

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

**SCHEDULE A**

**Initial SOW**

## **1. Deliverables**

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### **Background:**

[project background]

### **Services:**

[project description, milestones and deliverables]

## **2. Length of Engagement**

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Engagement begins: [projected start date]

Engagement ends: the earlier of [projected end date] and Completion of the Services (as defined in Part 3 below).

- NOTE FOR FIXED PRICE ENGAGEMENTS: THE CUSTOMER IS NOT ENTITLED TO CREDITS OR ANY REIMBURSEMENT IF THE SERVICES ARE COMPLETED PRIOR TO THE PROJECTED ENGAGEMENT END DATE.
- NOTE FOR TIME AND MATERIALS ENGAGEMENTS: THE NUMBER OF QUOTED DAYS HAS BEEN EXCEEDED, THEN THE SERVICES WILL ONLY RECOMMENCE WHEN ADDITIONAL FUNDS ARE MADE AVAILABLE TO WTI BY CUSTOMER TO THE SATISFACTION OF WTI.

## **3. Completion Criteria; Customer Acceptance Procedure**

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"Completion of the Services" shall be achieved when:

### ***(1) The product/service/solution described in Part 1 of this SOW is installed and configured; and***

(2) Customer either (i) confirms that such product/service/solution functions as described in Part 1 of this SOW or (ii) fails to reject such product/service/solution within the ten (10) business day period described below, in accordance with the Customer Acceptance Procedure (described below).

"Customer Acceptance Procedure": Customer is responsible for conducting any testing of the Services pursuant to any applicable acceptance criteria agreed upon by the parties for the Services. If Customer, in its reasonable and good faith judgment, determines that any submitted deliverable does not meet the applicable functional requirements set forth for such deliverable in this SOW, Customer must notify WTI within ten (10) business days after installation and configuration, specifying any deficiencies in detail. WTI shall use commercially reasonable efforts to promptly cure any such deficiencies within thirty (30) business days of such notice, and then resubmit the deliverable for further review and acceptance testing in the same manner. Customer shall provide WTI a written acceptance of each deliverable promptly upon acceptance. Failure to reject a deliverable within the ten (10) day acceptance period shall be deemed acceptance of such deliverable.



#### **4. Additional Customer Duties and Responsibilities**

- CUSTOMER will assist in obtaining necessary appointments for focused interviews
- CUSTOMER will participate in engagement review meetings
- CUSTOMER is responsible for ensuring that all applications and data are successfully backed up prior to WTI beginning Services involving the existing file servers. WTI is not responsible for any lost information.
- CUSTOMER is responsible for acquiring the necessary hardware and operating systems documented in this SOW.
- CUSTOMER is responsible for providing original manufacturer documentation for all existing hardware and software.
- CUSTOMER is responsible for building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- CUSTOMER must provide for unimpeded access to equipment and facilities. If access delays occur, WTI may deem such work as out of the scope of this project and the pricing terms in Part 5 of this SOW.
- CUSTOMER is responsible for cabling and WAN data communication lines and insuring that these lines are properly installed and tested. For avoidance of doubt, WTI shall not be responsible for any improper cabling or issues involving telecommunications lines, and any troubleshooting or corrective action that WTI must take for such issues will be billed independent of this proposal on a time and materials basis.
- CUSTOMER is responsible for any conflicts with existing hardware.
- Backup equipment and media will be provided by Customer.
- CUSTOMER will provide technical and application support for configuration and testing of CUSTOMER-specific information.
- CUSTOMER will provide systems personnel for this project who are familiar with all aspects of the Customer's enterprise configuration (i.e., security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project) and will work in conjunction with WTI on this project. Additionally, Customer may need to make a desktop technician available to WTI in order to perform client-side duties.

#### **5. Pricing Terms and Payment Schedule**

##### **ALL PRICING AT COST TO CUSTOMER**

**Pricing Terms:** [Fixed price]

Services: [project cost]  
Support: [support cost]

**Total Project Cost:** [total project cost]

NOTE: FOR AVOIDANCE OF DOUBT, TOTAL PROJECT COST DOES NOT INCLUDE:

- SOFTWARE SUPPORT FOR SUBSEQUENT YEARS. SUPPORT COSTS FOR THE FIRST YEAR OF SUPPORT, IF APPLICABLE, ARE LISTED ABOVE. ANNUAL SUPPORT PRICES FOR SUBSEQUENT YEARS WILL BE DETERMINED BY THE FOLLOWING PRICING STRUCTURE:

<b>Total Project Cost</b>	<b>Annual Support Fee</b>
\$1 - 5,000	\$500

\$5000.01 - 10,000	\$1,500
\$10,000.01 - 25,000	\$3,500
\$25,000.01 - 40,000	\$6,550
\$40,000.01 - 55,000	\$9,500
\$55,000.01 - 70,000	\$12,550
\$70,000.01 - 90,000	\$16,000
\$90,000.01 - 200,000	\$30,000
\$200,000.01 - 300,000	\$50,000
> \$300,000	\$70,000

- SHIPPING AND TRAVEL-RELATED EXPENSES. SHIPPING AND TRAVEL-RELATED EXPENSES SHALL BE SEPARATELY REIMBURSED BY CUSTOMER TO WTI PURSUANT TO SECTIONS 4.2 AND 4.3 OF THE AGREEMENT.

**NOTE:**

- THE PRICING ABOVE ASSUMES DEPLOYMENT BY WTI IN ONE ENVIRONMENT (I.E., ONE STAND-ALONE NETWORK, TEST HARNESS AND/OR DATABASE).
- THE PRICING ABOVE AND ESTIMATED COMPLETION TIME IS MADE ON A BEST ENDEAVORS BASIS, AND MAY REQUIRE ADDITIONAL RESOURCES AND BILLABLE CONSULTING DAYS, AND THUS ADDITIONAL COSTS.
- CHANGES IN SCOPE OF THE SOW SHALL BE HANDLED PURSUANT TO THE CHANGE ORDER PROCESS SET FORTH IN SECTION 9.2.
- TO RECEIVE SOFTWARE SUPPORT, CUSTOMER MUST ENTER INTO WTI'S STANDARD CUSTOMER SUPPORT AGREEMENT.

**Payment**

**Schedule:**

<b>Invoice Date/ Milestones</b>	<b>Payment Amount</b>
Effective Date (25% of the Total Project Cost)	[ ]
	[ ]
	[ ]
	[ ]
	[ ]
	[ ]
Completion of the Services (25% of the Total Project Cost)	[ ]

# Rider E Westbrook Technologies Customer Support Agreement w-State Edits

## Customer Support Agreement

This Customer Support Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_, 200\_ (the "Effective Date") by and between

Company	and	Customer
Westbrook Technologies Incorporated 22 Summit Place Branford, CT 06405  (hereinafter called "WTI")		Name Address City, State, Zip  (hereinafter called "Customer")

WTI and Customer agree as follows:

### 2. Definitions.

2.1 "Customer Support Agreement" means an agreement between WTI or a partner of WTI and a customer for support services of Products licensed by such customer.

2.2 "Documentation" means, collectively, the operating instructions, user manuals, help files, and other technical information and materials, in written or electronic form, delivered with the Software to Customer and intended for use in connection with the Software, and includes any updates to the aforementioned items made available to Customer under this Agreement.

2.3 "Effective Date" means the date Customer registers the Products with WTI through WTI's software registration process detailed in the End User License Agreement between WTI and Customer.

2.4 "Product(s)" means the Software listed on Schedule A and the Documentation.

2.5 "Revisions within a Version" means the Product updates for the version of the Software Customer has licensed, which shall be made available to Customer pursuant to Section 2.5. Revisions within a Version are indicated by a change in the second digit of a version number, e.g., from 4.1 to 4.2. A major functional release, indicated by a change in the first digit of a version number, e.g., from 4.0 to 5.0, is not a Revision within a Version.

2.6 "Software" means WTI's software products licensed by Customer and covered by this Agreement, and includes all Revisions within a Version and Software Defect fixes provided or made available to Customer under this Agreement.

2.7 "Software Defect" refers to a reproducible malfunction of the Software reported to WTI by Customer that prevents the Software from performing in accordance with the operating specifications described in the Documentation.

2.8 "Software Issue" refers to an obstacle, situation or condition of the Software reported to WTI by Customer that prevents the Software from performing in accordance with the operating specifications described in the Documentation.

2.9 "Support" means the Software support services provided by WTI pursuant to Article 2 of this Agreement for the Products.

2.10 "Support Fees" means the financial consideration to be paid annually in advance by Customer for the Support, as set forth in Schedule A.

### 3. Software Support.

3.1 Term; Changes. In consideration for the Support Fees, WTI shall provide Support for a term of one (1) year from the Effective Date and each subsequent annual period, unless terminated earlier as provided in this Agreement. WTI may change the Support offered and the Support Fees at any time upon at least sixty (60) days' notice, to be effective as of the commencement of any renewal of this Agreement.

#### 3.2 Remote Support.

3.2.1 WTI shall provide Customer technical assistance by telephone, email, website communications and remote access ("WTI Remote Support") regarding the use of the Software, the identification of Software and/or Documentation problems, and the reporting of Software Issues within four (4) business hours following Customer's initial contact.

3.2.2 Remote Support is provided during normal business hours (8:30 a.m. to 8:00 p.m. U.S. Eastern Time, Monday through Friday, excluding U.S. federal and WTI holidays).

#### 3.3 Software Issue Resolution.

3.3.1 If Customer detects a Software Issue, Customer may notify WTI Remote Support and outline the conditions for such Software Issue. WTI Remote Support will record each Software Issue and assign it a case number to be used by Customer for status, reference, and subsequent contacts with WTI Remote Support. WTI shall exercise commercially reasonable efforts to correct any reported Software Issue that prevents the Software from performing in accordance with the operating specifications described in the Documentation.

3.3.2 If WTI is unable to correct a Software Issue or provide an alternative work method (a "Workaround") within twenty-four (24) hours after the initiation of WTI Remote Support, at WTI's request, Customer will submit to WTI a listing of output and all such other data or computing environment conditions similar to those present when the Software Issue was discovered. If Customer fails to submit such information to WTI, WTI shall not be obligated to pursue correction of the Software Issue.

3.3.3 If WTI is unable to correct a Software Issue within five (5) business days after WTI receives the information described in Section 2.3.2 and the Software Issue significantly impairs the operation of the Software, WTI may offer to provide on-site Support, and will provide such Support within two (2) business days following Customer's consent. If as a result of the on-site visit WTI reasonably determines that the problem was due to Customer error in the use of the Software and not due to a Software Defect, Customer shall pay WTI's standard commercial time and material rates for such on-site Support, plus WTI's reasonable travel and per diem expenses.

3.4 Software Defect Fixes. If the Software Issue is due to a Software Defect, WTI shall exercise commercially reasonable efforts to correct such Software Defect.

3.5 Revisions within a Version. WTI will make available to Customer each Revision within a Version released by WTI at the time it makes such Revision generally available to customers under a Customer Support Agreement for such Software. Revisions within a Version will be made available to Customer via westbrooktech.com from time to time, typically two times per year. If in WTI's opinion the Revisions within a Version are sufficient to warrant delivering a set of Customer specific media and Documentation detailing new functionality and technology revisions to the Software, WTI shall ship such Revisions to Customer.

3.6 Product Upgrades. WTI will credit one hundred percent (100%) of WTI's list price for a Product covered by this Agreement (*i.e.*, the price published as of the date Customer purchased a license for such Product) towards the purchase of a license for a new version of such Product, provided Customer purchases at least as many concurrent user licenses for the new Product as it purchased for the Product to be replaced.

3.7 Retirement of Releases. WTI provides Support for a Product from the date the version of the Software licensed becomes generally available until one (1) year following the date WTI stops selling such version (*i.e.*, "retires" such version). WTI shall notify Customer through westbrooktech.com when a version is retired.

3.8 Exclusions. WTI shall have no obligation to support: (i) a Product modified without WTI's consent, (ii) use of a Product other than in accordance with the Product License or the Product's Documentation, (iii) third party

applications, or (iv) Software installed on any computer hardware or used with any software not specified in the Documentation or authorized by WTI.

**4. Confidential Information and Proprietary Property.** Customer acknowledges that the Products are comprised of computer programs and materials that are and shall remain the sole and exclusive proprietary property of WTI, whether or not such Proprietary Property is covered by patents or registered copyrights. Customer may also acquire from WTI through its provision of Support under this Agreement certain other information identified by WTI as "proprietary" or "confidential" (collectively, such programs, materials, and information are referred to as "Proprietary Property"). Customer shall not sell, use, or disclose to a third party any of WTI's Proprietary Property except as may be required by law, including without limitation, the Maine Freedom of Access Act ("FOAA"). Customer shall keep confidential and use its best efforts to prevent and protect the contents of WTI's Proprietary Property from unauthorized use and/or disclosure. In the event there is a third party request pursuant to the FOAA for Proprietary Property, Customer shall notify WTI and accord to WTI the opportunity to take any steps it deems appropriate to prevent disclosure.

**5. Support Fees.** Customer shall pay the applicable Support Fees within thirty (30) days of receipt of WTI's invoice, which invoice shall be delivered to Customer at least sixty (60) days before each annual renewal of this Agreement. Support will not commence until Customer has paid WTI such Support Fees in full. The applicable Support Fees for any renewal period or fees for any additional services shall be at WTI's then-current prices. Additions to the Products may result in additional Support Fees, which will be pro-rated to coincide with the Effective Date. Any changes in the Products will be reflected in a revised Schedule A.

**6. Customer Support Agreement Renewal.** If Support for any Product lapses as a result of either termination or non-renewal by Customer for any reason or by WTI for Customer's non-payment, renewal of such Support will require Customer's payment to WTI of a reinstatement fee equal to one hundred percent (100%) of the sum of the fees for any previously unpaid Support period(s), plus full payment for the current annual period.

**7. Termination.**

**7.1 Termination for Convenience.** Customer may terminate this Agreement for Customer's convenience at any time and for any reason upon Customer's giving thirty (30) days notice to WTI. In such event, Customer forfeits to WTI the balance of the annual Support Fees previously paid.

**7.2 Customer Non-Renewal.** Customer may elect not to renew the Support at the end of a term by either notice to WTI or failing to pay WTI's invoice therefor before the start of the renewal period.

**7.3 Termination by WTI.** WTI may suspend Support or terminate this Agreement immediately upon notice to Customer if Customer fails to pay the Support Fees pursuant to Article 4.

**7.4 Termination for Breach.** Except as provided in Section 6.3, either party may terminate this Agreement upon notice to the other, if the other party commits a material breach of this Agreement and the breach is not remedied within thirty (30) days after the breaching party receives notice of the breach.

**8. Limitation of Liability.** WTI's liability for damages from any cause of action whatsoever relating to WTI's obligations to provide Support under this Agreement shall be limited to the amount paid by Customer for such Support for the applicable year. WTI's liability may be further limited as provided in the Product License(s) with Customer.

**9. Service Contract.** THESE SERVICE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. THIS AGREEMENT DOES NOT CHANGE OR SUPERSEDE ANY TERM OF ANY PRODUCT LICENSE BETWEEN WTI AND CUSTOMER.

## 10. General.

10.1 Notices. All notices, consents, and demands of any kind that either party may be required or desire to serve upon the other under this Agreement shall be in writing and shall be sent by overnight, certified, or express mail, private express courier, or by e-mail or facsimile with confirming copy within twenty-four (24) hours by overnight, certified, or express mail, or private express courier to the receiving party at the address of the receiving party set forth in Schedule A. Each party may change such address upon notice to the other in compliance with this Section. All notices or demands shall be deemed given on the day actually received by the party to whom such notice is sent.

10.2 No Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Customer may not assign this Agreement or any rights or obligations under this Agreement without WTI's prior consent. Any attempted assignment in violation of this Section 9.2 shall be void and of no effect.

10.3 Force Majeure. Any delays in or failure by either party in the performance of any obligation under this Agreement shall be excused if and to the extent caused by occurrences beyond such party's reasonable control, including acts of God, strikes or other labor disturbances, war (whether declared or not), sabotage, interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, and any other cause or causes, whether similar or dissimilar to those specified in this Agreement, that cannot reasonably be foreseen or controlled by such party.

10.4 Entire Agreement. This Agreement, including the Schedule and any amendments hereto, is the parties' entire understanding as to the subject matter of this Agreement, and it supersedes, merges, and renders void any and all prior discussions, agreements, and/or understandings (written and/or oral) between them relating to its subject matter.

10.5 Amendment. Except as provided in Section 2.1, this Agreement may be amended or supplemented only by a writing signed by both parties.

10.6 Waiver. A party's failure to enforce at any time any provision of this Agreement shall not be considered to be waiver of such provision or to affect the validity of this Agreement. No waiver shall be effective unless given in writing, signed by the party making such waiver. A waiver at one time shall not constitute a subsequent waiver of any same condition, breach, default or occurrence at any other time unless such waiver so explicitly provides.

10.7 Severability. If any provision, term, or condition of this Agreement is illegal, invalid, or unenforceable under any applicable law, then the parties shall revise this Agreement in good faith to the minimum extent necessary to cause such part to be legal, valid, and enforceable, if feasible. If such revision is not feasible, the part shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect.

10.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original and may be transmitted by facsimile or electronic mail, and all of which shall constitute one and the same instrument.

10.9 Governing Law, Venue, and Jurisdiction. This Agreement shall be interpreted and construed under the laws of the State of Maine without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this Agreement (including enforcement of an arbitration award pursuant to Section 9.10) must be brought in the courts of the State of Maine or the United States District Court for the District of Maine. Each party consents to the jurisdiction of such courts. **THE PARTIES HEREBY WAIVE AND RELEASE THEIR RIGHTS TO CLAIM A TRIAL BY JURY WITH RESPECT TO ANY ACTION ARISING UNDER THIS AGREEMENT.**

10.10 Arbitration. Except for any breach of confidentiality, intellectual property rights, or payment obligations under this Agreement, any claim or controversy arising out of or related to this Agreement or any breach of this Agreement, which claim or controversy cannot be resolved informally, shall be settled in Maine by arbitration before a single arbitrator agreeable to both parties under the then current Maine Uniform Arbitration Act ("MUAA"). If the parties cannot agree on an arbitrator within sixty (60) days after a demand for arbitration has been requested by either of them, the arbitration shall proceed before an arbitrator appointed as provided under the MUAA. The arbitration award shall be specifically enforceable, and judgment upon any award rendered pursuant to the arbitration may be entered in any court with jurisdiction over the parties and the subject matter of the dispute.

10.11 Equitable Remedies Reserved. Any breach or threatened breach of any provision relating to confidentiality or intellectual property rights may cause WTI irreparable injury and damage. In addition to any other rights or remedies available at law or in equity, WTI may proceed against Customer for temporary, preliminary, and/or permanent injunctive relief through appropriate proceedings without first resorting to arbitration, and without the necessity of posting a bond or other security or proving actual damages.

10.12 Attorneys' Fees. In any arbitration, enforcement proceeding, or litigation between the parties arising out of or related to this Agreement, each party shall be responsible for its attorneys' fees, reasonable expenses, related litigation costs and costs of suit.

10.13 No Unannounced Modifications to Signature Documents. The parties, having reviewed (and, if applicable, negotiated) this Agreement in its electronic form, desire to be able to sign the hard-copy version without having to re-read it to confirm that no unauthorized changes were made. Toward that end, by signing and delivering this Agreement and/or any Schedule, exhibit, amendment, or addendum thereto, now or in the future, each party will be deemed to represent to the other that the signing party has not made any material change to such document from the draft(s) originally provided to the other party by the signing party, or vice versa, unless the signing party has expressly called such changes to the other party's attention in writing (e.g., by "redlining" the document or by a comment memo or email).

IN WITNESS WHEREOF, a duly authorized officer of each party has executed this Agreement below.

<b>CUSTOMER</b>	
By: _____	_____
<b>Signature</b>	<b>Title</b>
_____	_____
<b>Printed Name</b>	<b>Date</b>
 <b>WESTBROOK TECHNOLOGIES INCORPORATED</b>	
By: _____	_____
<b>Signature</b>	<b>Title</b>
_____	_____
<b>Printed Name</b>	<b>Date</b>

**SCHEDULE A to Customer Support Agreement**

Name  
Address  
City, State, Zip

Effective Date:

- List all of the Products that Customer has licensed:
  - <Product Name>
  - Serial No.
  
- Annual Support Fees \$



**Rider F**  
**Westbrook Technologies EULA w-State Edits**

**WESTBROOK TECHNOLOGIES INCORPORATED**

**END USER LICENSE AGREEMENT**

This End User License Agreement is a legal agreement between you (as defined below) and Westbrook Technologies Incorporated ("**Westbrook**") for a license to the Westbrook product (the "**Westbrook Product**") identified in [the window preceding this EULA] (the "**Order**"). The Westbrook product identified in the Order, including any accompanying documentation and manuals, is referred to as the "**Westbrook Product.**" This End User License Agreement supplements and forms a single contract with the Order by establishing your rights and obligations with respect to the Westbrook Product. This End User License Agreement and the Order are together referred to as the "**EULA.**" As used in this EULA, the terms "**you**", "**your**" and their variants mean the company, entity or individual who has entered into the Order and paid the required fees for the license to the Westbrook Product.

**IMPORTANT: PLEASE READ CAREFULLY**

**Carefully read all the terms and conditions of this EULA. By clicking on the "ACCEPT" or "YES" button you are consenting to be bound by and are becoming a party to the EULA. If you do not agree to all of the terms of this EULA, click the "DO NOT ACCEPT" or "NO" button, and promptly return this package to the place from which you obtained it for a full refund. No refunds will be given for Westbrook Products that have opened software packet(s) or missing components.**

1. **License Grant.** The Westbrook Product is being licensed, not sold, to you. Subject to the terms and conditions of this EULA, Westbrook grants to you during the term of this EULA (described in Section 10) a revocable, non-exclusive, non-assignable, non-transferable, limited license, for your own internal business purposes to use the Westbrook Product as described below, depending upon the type of license you purchased, which is identified on the Order. The Westbrook Product may contain software that provides services on a computer called a "server" ("**Server Software**"), and software that allows a computer or workstation to access or otherwise utilize the services provided by the Server Software ("**Client Software**"). If the Westbrook Product is delivered on a CD, the CD on which the Server Software resides may contain several copies of the Server Software, each of which is compatible with a different database (such as Oracle, Microsoft SQL Server, or various ODBC-compliant databases); if you are permitted to install this Server Software pursuant to this EULA, you may install the Server Software for use with only one of those databases (as specified on the Order or software package).

(a) **Enterprise License:** If you have purchased an enterprise license you may: (i) install and use one copy of the Server Software on a single computer (the "**Server**"); and (ii) install and provide access via the Client Software on an unlimited number of your computers or workstations, including via remote access, for an unlimited number of users within your organization, subject to the limitations contained in this EULA.

(b) **Concurrent User License:** If you have purchased a concurrent user license you may: (i) install and use one copy of the Server Software on a Server; and (ii) install the Client Software on an unlimited number of computers or workstations, but the number of concurrent users ("**Users**") accessing the Software Server shall not exceed the number of client access licenses ("**CALs**") that you have purchased. The services of the Server Software are considered to be accessed or utilized when there is an active connection between a computer or workstation and the Server Software.

(c) **ASP Concurrent User License:** If you have purchased an ASP license, you may access and use the services provided by the Server Software hosted by Westbrook or its authorized reseller (the "**Hosted Services**"), on the number of computers or workstations for the

number of Users indicated on the Order. The Hosted Services are considered to be accessed or utilized when there is an active connection between a computer or workstation and the hosted Server Software. This license is only valid for use in conjunction with Server Software hosted by Westbrook or its authorized reseller. No other use is authorized or permitted.

2. **Registration; Updates and Versions.** During installation you will be prompted to complete Westbrook's on-line registration form. You must complete and submit the on-line registration form to be able to obtain updates of the Westbrook Product. **IF YOU FAIL TO COMPLETE AND SUBMIT THE ON-LINE REGISTRATION FORM THEN WESTBROOK WILL HAVE NO OBLIGATION TO MAKE ANY WESTBROOK PRODUCT UPDATES AVAILABLE TO YOU EVEN IF YOU HAVE MADE PAYMENT OF THE APPLICABLE UPDATE FEE.** The Server Software contains a certain version number (such as version "1.1"). The CALs granted in this EULA, if any, permit you to access and utilize the services of Server Software with the same (or a lower) version number to the left of the decimal point as the Server Software version number listed on the Order (for example, if the version number listed above is "1.1" you may access and utilize Server Software that contains a "1.5" or "1.0" version number, but not a "2.0" version number). If you license a major new version of the Server Software (i.e. where the version number to the left of the decimal is greater than that of the previous version) you must purchase CALs specific to the new version. Upon receiving each new release of the Westbrook Product directly from Westbrook (a release that replaces an earlier version or revision), you agree to destroy or return the earlier version or revision of the Westbrook Product. Receipt of such release under this EULA voids the license granted for the earlier version or revision. The earlier version or revision cannot be used, sold, or transferred. The new release will be the "Westbrook Product" subject to this EULA.

3. **Copying.** You may not copy the Westbrook Product, including any printed materials accompanying the Westbrook Product, except that you may either: (a) make one copy of the Westbrook Product solely for backup or archival purposes, or (b) transfer the Westbrook Product to a single hard disk, provided you keep the original solely for backup or archival purposes.

4. **Restrictions on use of Third-Party Software.** The Westbrook Product contains software licensed from third parties for inclusion in the Westbrook Product ("**Third-Party Software**"). The applicable third-party licensors retain all intellectual property and proprietary rights in such Third-Party Software, and you are granted no rights to such Third-Party Software except that you may use it solely in conjunction with the Westbrook Product. In addition:

(a) **Oracle Software.** If the Westbrook Product contains any Third-Party Software that is a product of Oracle Corporation or any of its affiliates or subsidiaries, you agree that Oracle Corporation (or the applicable affiliate or subsidiary), is a third-party beneficiary of this EULA. Some programs may include source code, which Oracle Corporation (or any of its affiliates or subsidiaries, as the case may be) may provide as part of its standard shipment of such programs, which source code is also governed by this EULA.

(b) **Microsoft Products.** If the Westbrook Product contains Third-Party Software that is a Microsoft, Inc. ("**Microsoft**") product(s), each Microsoft product is subject to its respective Microsoft End User License Agreement contained in the accompanying packages or license agreements except that with respect to the Microsoft product functionality integrated in the Westbrook Product, any issues concerning such functionality or performance of the Westbrook Product and the Microsoft products should be directed to Westbrook, not to Microsoft. If the accompanying Microsoft product software package is in the form of a "Microsoft License Pak," or a "Microsoft Open License" (as opposed to a full packaged product), the right to make additional copies of the Microsoft product has already been exercised by Westbrook in integrating or pre-installing the Microsoft product in this solution. You may not, therefore, make additional copies of the product pursuant to the Microsoft License Pak or Microsoft Open License notwithstanding any license terms in such document.

(c) **Third-Party Add-Ons.** You may, at the same time or subsequent to your purchase of the license to the Westbrook Product, license a third-party product from Westbrook

for use with the Westbrook Product (a "Third-Party Add-On"). Third-Party Add-Ons also contain software and programming that is owned by Westbrook. Whether you license any such Third-Party Add-On at the same time as, or after, your license for the Westbrook Product, upon your receipt of such Third-Party Add-On, all such Westbrook-owned software and programming will be deemed to be part of the "Westbrook Product" covered by this EULA.

5. **Additional Conditions of License.** The license granted to you in this EULA is expressly conditioned upon your compliance with the following:

(a) **Limitations on Users of Concurrent User Licenses.** Use of software or hardware that reduces the number of Users directly accessing or utilizing the Server Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Users for which you must purchase CALs. The number of CALs you purchase must equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end" that you wish to have.

(b) **Restrictions on Users.** If you have purchased anything other than an Enterprise License, you shall restrict access to and use of the Westbrook Product to no more than the number of Users for which you have purchased CALs. You shall take no actions to circumvent or disable the protections within the Westbrook Product that restrict your ability to access the services of the Server Software based on the number of CALs purchased.

(c) **Notice to Users.** You must inform all Users, and all employees authorized to use the Westbrook Product under an Enterprise License, of the terms and conditions of this EULA.

(d) **Third-Party Users.** You may permit your agents and contractors to access and use the Westbrook Product for your internal business use only, provided that: (i) you have purchased an Enterprise License or have purchased a CAL for each such agent or contractor, and (ii) each such agent or contractor is bound in writing to terms no less protective of Westbrook's right than those in this EULA.

(e) **Not For Resale Software.** Notwithstanding anything to the contrary in this EULA, if the Westbrook Product is labeled "Not For Resale" or "NFR," your license only permits use for demonstration purposes and/or in the specific case of an authorized Westbrook reseller, for its in-house use.

(f) **Limitations on Transfers.** You may not transfer the Server Software or Client Software except that you may temporarily transfer the Server Software or Client Software to another Server, computer or workstation, as applicable, if there is a defect or other maintenance or repair issue that prevents your use of the Westbrook Product on the original Server, computer or workstation, until such issue is resolved.

(g) **Proprietary Notices.** You shall not remove or obscure Westbrook's or any of its licensors' copyright notices or proprietary markings, and you shall ensure that any such notices or markings are reproduced on any copy of the Westbrook Product.

(h) **Additional Conditions.** You may not: (i) use the Server Software as part of or as the basis for a commercial public access data network consisting of two or more servers that carry end-to-end electronic information traffic, such as messaging, data replication, FAX, EDI, or telex, unless you obtain a separate commercial use license from Westbrook; (ii) modify, reverse engineer, decompile or disassemble the Westbrook Product except to the limited extent that such foregoing restriction is expressly prohibited by applicable law; (iii) sublicense, rent, lease or use the Westbrook Product to conduct a service bureau or similar business for the benefit of third parties; or (iv) disclose to any third party any results of any benchmark or similar tests run on the Westbrook Product.

6. **Ownership.** All intellectual property and proprietary rights (including without limitation any patents, trademarks, copyrights and trade secrets) throughout the world in the Westbrook Product (including any images, "applets," photographs, animations, video, audio, music, and text incorporated into the Westbrook Product), and any derivative works thereof, are owned by Westbrook or its licensors and are protected by United States and international intellectual property laws and treaties. Except for the limited license granted to you in this EULA, no right, title or interest in the Westbrook Product is granted or otherwise transferred to you, and Westbrook expressly reserves all right, title, and interest in the Westbrook Product.

7. **Audit.** You agree to: (i) permit Westbrook and/or its licensors, at its or their expense, to audit your use of the Westbrook Product to ensure compliance with this EULA; (ii) permit Westbrook to report its findings to its licensors; and (iii) provide reasonable cooperation to Westbrook or its licensors in the performance of such audit(s).

8. **Warranty; Disclaimer.**

(a) **LIMITED WARRANTY.** Westbrook represents that: (i) if the Westbrook Product is delivered on CD(s), for ninety (90) days following your receipt of the CD(s), the physical media will be free of material defects (the "**Product Warranty**"); and (ii) for one (1) year following your purchase of the Westbrook Product, your authorized use of the Westbrook Product will not infringe upon any third-party intellectual property rights (the "**Infringement Warranty**").

(b) **CUSTOMER REMEDIES.** Westbrook's and its licensors' and suppliers' entire liability and your exclusive remedy for any breach of the Product Warranty shall be for Westbrook, at its option, either to (i) return of the price paid for the Westbrook Product; or (ii) repair or replacement of the Westbrook Product, provided that you return the Westbrook Product to the authorized Westbrook reseller from whom you obtained it within ninety (90) days from the date of the license purchase with a copy of your receipt. Westbrook's and its licensors' and suppliers' entire liability and your exclusive remedy for any breach of the Infringement Warranty shall be for Westbrook, at its option, either to: (x) obtain a license, at its cost, for you to continue using the Westbrook Product; (y), modify the product, at its expense, so that your continued use is non-infringing; or (z) terminate this EULA and the license granted to you herein, with a full refund of the price paid for the Westbrook Product. Any replacement or modified Westbrook Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States neither these remedies nor any product support services offered by Westbrook are available without proof of purchase from a Westbrook-authorized non-U.S. source.

(c) **WARRANTY EXCLUSIONS.** The Product Warranty is void if the defect has resulted from accident, abuse, or misapplication of the Westbrook Product. The Infringement Warranty is void if any breach or alleged breach of the Infringement Warranty is based upon the combination, operation, or use of the Westbrook Product with: (i) instructions, statements, code or programs not provided or authorized by Westbrook; or (ii) any unauthorized modifications or customizations of the Westbrook Product.

(d) **NO OTHER WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WESTBROOK AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND INFRINGEMENT, WITH REGARD TO THE WESTBROOK PRODUCT. WESTBROOK DOES NOT WARRANT THAT THE WESTBROOK PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT THE WESTBROOK PRODUCT'S OPERATION WILL BE ERROR FREE OR UNINTERRUPTED. YOU AGREE TO ASSUME ALL RISK OF ANY AND ALL DAMAGES AND LOSS FROM USE OF, OR INABILITY TO USE, THE WESTBROOK PRODUCT.

(e) **NO LIABILITY.** EXCEPT TO THE EXTENT THAT WESTBROOK HAS OBLIGATIONS AS PROVIDED IN SECTION 8(b), IN NO EVENT SHALL WESTBROOK OR

ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE YOUR USE OF, OR INABILITY TO USE, THE WESTBROOK PRODUCT, EVEN IF WESTBROOK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **U.S. Government Restricted Rights; Export Compliance.**

(a) The Westbrook Product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Westbrook Technologies Incorporated, 22 Summit Place, Branford, Connecticut 06405 USA.

(b) You acknowledge that the Westbrook Product is subject to the export control laws of the United States. You shall comply with all United States export control laws and regulations, and those of any other jurisdiction, as applicable, and shall not export or re-export, directly or indirectly, the Westbrook Product, or direct products thereof, except as authorized by applicable law.

10. **Term and Termination.** This EULA and the license granted hereunder are effective from your acceptance of this EULA until any termination of this EULA as provided herein. You may terminate this license by destroying the Westbrook Product (including all documentation) and all copies thereof. This EULA and the license granted hereunder will terminate if you fail to comply with any term or condition of this EULA. Upon termination you shall immediately discontinue all use of the Westbrook Product and immediately return or destroy the Westbrook Product (including all documentation) and all copies thereof.

11. **Confidentiality.** Each party shall preserve the Confidential Information (defined below) of the other party and shall not, without first obtaining the other party's written consent, disclose to any person or organization, or use for its own benefit, any such Confidential Information, both during the term of this EULA and thereafter. If either party is required to disclose Confidential Information by law, regulation or court order, such disclosure shall be permitted to the extent legally required provided that, if permitted by law, such party gives the other party reasonable prior notice. "**Confidential Information**" means any information of a confidential or proprietary nature which is disclosed to the receiving party by the disclosing party under this EULA, including but not limited to all technical and non-technical data, software (including source code, object code, models and algorithms), trade secrets, and any other information that may be non-public, confidential or proprietary in nature or of significant commercial value (including information of the disclosing party's licensors, suppliers, contractors and customers). Confidential Information shall not include any information or data that: (i) is in or becomes part of the public domain by any means other than the receiving party's breach of its obligations hereunder, or (ii) was known to the receiving party at the time of disclosure by the disclosing party as evidenced by the receiving party's records, or (iii) is, at any time, disclosed to the receiving party by any third party having the right to disclose the same without restriction, or (iv) is independently developed by the receiving party without use of or reference to any Confidential Information of the disclosing party.

12. **No Assignment.** You may not assign this EULA or the license granted in this EULA to any third party without Westbrook's prior express written consent.

13. **Injunctive Relief.** You agree that the Westbrook Product is of an original and unique character, and that losses caused by a violation or threatened violation of this EULA cannot be adequately compensated by money damages alone. Accordingly, you agree that in the event of a violation or threatened violation of this EULA, Westbrook shall be entitled to seek injunctive relief without posting of bond, as well as to seek money damages and such other appropriate relief.

14. **Miscellaneous.** This EULA shall be governed by and construed in accordance with the laws of the State of Maine without regard to principles of conflicts of laws. All claims or actions arising under this EULA shall be brought in the appropriate state court in August, Maine or federal court located in the District of Maine. This EULA, and any amendments thereto, is the entire agreement of the parties with respect to the Westbrook Product. If any provision of this EULA is held unenforceable, the enforceability of the remaining provisions shall not be affected. Section headings are used for convenience of reference only. The controlling version of this EULA shall be exclusively this English language version displayed in the Westbrook Product regardless of any other language into which it may be translated or any copies of which may be made. In no event shall this EULA be governed by the United Nations Convention on Contracts for the International Sale of Goods, or by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction. Should you have any questions concerning this EULA, or if you desire to contact Westbrook for any reason, please write to: Westbrook Technologies Incorporated, 22 Summit Place, Branford, Connecticut 06405 USA.

**RIDER G**  
**IDENTIFICATION OF COUNTRY**  
**IN WHICH CONTRACTED WORK WILL BE PERFORMED**

**Please identify the country in which the services purchased through this contract will be performed:**



**United States. Please identify state(s): ME and CT**



**Other. Please identify country: \_\_\_\_\_**

**Notification of Changes to the Information**

The Provider agrees to notify the Division of Purchases of any changes to the information provided above.

**RIDER H**  
**INFORMATION TECHNOLOGY**  
**CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

It is essential and critical that all Information Technology (IT) contractors/agents working with the State of Maine Office of Information Technology (and other State of Maine agencies which have access to systems, files, data, or documents) realize that many of these elements contain information relating to either Federal or State data, much of which is confidential in nature. For example, Maine Revenues Services, the Department of Human Services, Motor Vehicle, the Bureau of Employee Relations, to name only a few State of Maine agencies, are regulated by Federal and/or State laws pertaining to disclosure of information.

Therefore, it is essential that all information technology contractors/agents working with the State of Maine agree to recognize and conform to the following policies:

1. No contractor/agent shall disclose information relating to any data or information file accessed, viewed, provided by the State of Maine or otherwise entrusted to his/her keeping.
2. No form of data – source documents, input, hard copy, magnetic tape or disk, or other media – shall be removed from the State of Maine’s immediate possession, by anyone, without written authorization by the Chief Information Officer, Chief Technology Officer, or Director of the Agency Information Technology Applications area.
3. All data developed, accessed, viewed, or provided by the Office of Information Technology, or Agency Information Technology group, is the property of the State of Maine. Requests for copies, extracted data, etc., can only be authorized by the department that originally supplied it. All authorizations granting copy, extracting, or other permission must be in writing prior to release of the information.
4. Contractors/agents will make every reasonable effort to protect the integrity and the confidentiality of data accessed by, residing with, or entrusted to them.
5. Each contractor/agent realizes and fully understands that unauthorized disclosure or removal of information in any form may result in disciplinary action, personal fines, imprisonment, or other action, resulting from due process of the law. The contractor/provider shall comply with the Maine Public Law, Title 10, Chapter 210-B (Notice of Risk to Personal Data Act)
6. Any contractor/agent who suspects that the integrity or confidentiality of any information entrusted to them or the Office of Information Technology/Agency IT unit has been compromised is responsible for immediately notifying the State of Maine Enterprise Information Technology Security Director, Chief Information Officer, or Agency Security Officer.

ALL INFORMATION TECHNOLOGY CONTRACTORS/AGENTS HAVING ACCESS TO INFORMATION SUPPLIED BY STATE OF MAINE INFORMATION TECHNOLOGY UNITS ARE REQUIRED TO READ AND SIGN A COPY OF THIS AGREEMENT, INDICATING ACKNOWLEDGMENT AND UNDERSTANDING OF THE ABOVE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



If the signatory of this Agreement is advised they will come in contact with Federal Tax Information (FTI) or State Tax information, go to <http://inet.state.me.us/oit/employeeinformation/MRS/index.html> and complete the form. This document is not required unless your job requirements are such that you would have reason to access to or contact with that information.

**RIDER I**  
**Debarment Certification**

Vendor Name: Westbrook Technologies Date: 3/28/14

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Certification Regarding  
Debarment, Suspension and Other Responsibility Matters  
Primary covered Transactions

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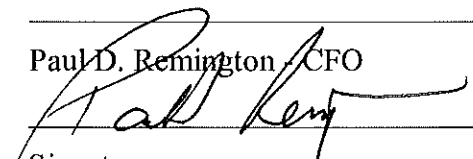
This Certification is required by the Regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The Regulations were published as Part VII of the May 26, 1998 Federal Register (pages 19160-19211).

(BEFORE SIGNING THIS CERTIFICATION, PLEASE READ THE ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principles:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.b of this Certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Paul D. Remington CFO

  
Signature

### Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the Certification set out below.
2. The inability of a person to provide the Certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the Certification set out below. The Certification or explanation will be considered in connection with the Office of Information Technology determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.
3. The Certification in this clause is material representation of fact upon which reliance was placed when the Office of Information Technology determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, the Office of Information Technology may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Office of Information Technology if at any time the prospective primary participant learns its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Information Technology for assistance in obtaining a copy of these regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Office of Information Technology.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension,

Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” provided by the Office of Information Technology, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Lists of Parties Excluded from Procurement or Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Office of Information Technology may terminate this transaction for cause or default.

**RIDER J**  
**IRS Publication 1075 – Tax Information Security Guidelines for Technology Services (from Exhibit 7)**

**EXHIBIT 7 - CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**

**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any Federal or State return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All Federal or State returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) The contractor must require all officers and employees engaged in the contract to read and sign confidentiality statements provided by Maine Revenue Services. The signed statements must be delivered to the Maine Revenue Services Contract Administrator.
- (11) To ensure that the confidentiality of taxpayer information is protected from any type of disclosure, the contractor must require all of its officers and employees engaged in the contract to complete confidentiality training, to be provided by Maine Revenue Services, before performing any work and at least annually thereafter.
- (12) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

## **II. CRIMINAL/CIVIL SANCTIONS:**

- (1) Any person who violates 36 MRSA, Section 191, shall be guilty of a Class E crime in the State of Maine.
- (2) Any further disclosure of federal tax returns or federal tax information inadvertently or purposely obtained as a result of or in contravention of this contract is governed by the contractor's obligation to act in accordance with the following:
  - a. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each

instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- b. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- c. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- d. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the

agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

### **III. INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



## Division of Purchases' Sole Source Authorization Form

**Form Instructions:** This form must accompany contracts being proposed for approval that are not the direct result of a competitive RFP or a subsequent renewal that was anticipated in the RFP. If the proposed contract is the direct result of a competitive RFP or an anticipated renewal, please complete the Competitive Award Authorization Form.

<b>Contract Administrator:</b>	Thomas Howker	<b>Office/Division/Program</b>	OIT/Utility Services/Imaging Services - Fortis
<b>Agreement Amount: \$</b>	0.00, NOT TO EXCEED	<b>CT Number:</b>	RQS 18B-20140402-MA 18P-
<b>Start Date:</b>	April 1, 2014	<b>End Date:</b>	June 30, 2018
<b>Vendor/Provider/Company Name and Address:</b>	Westbrook Technologies Incorporated. 22 Summit Place Branford, CT 06405		
<b>Phone:</b>	203-483-6666 x612	<b>VC Number:</b>	VC0000196036
<b>Type of Service:</b>	Enterprise Document Management and Content Solution (Fortis)		

### 1. Specific Problem or Need

- a. Identify and fully describe the specific problem, requirement, or need that the contract is intended to address and which makes the services necessary.
- b. Explain how the department determined that the services are critical or essential to agency responsibilities or operations and/or whether the services are mandated by Maine statute.

The State of Maine, Office of Information Technology (OIT), has chosen Fortis as one of its Enterprise Document Management and Content Solution products. The State of Maine has used Fortis for over 15 years, eight years as an Enterprise Document Management Solution. The State has invested extensively in implementing Fortis. It is used across all Executive Agencies and it's a critical core application of State Government.

OIT provides Fortis software and the information storage repository. For new Document Management applications, OIT can, to a very limited extent as time is available, consult with the agency users and create a customized document capture, workflow, and storage solution. As Fortis use has expanded, the number of implementations has increased, agency implementations have become more complex (to optimize agency productivity), and OIT has been unable to implement new projects in a timely basis. To become more responsive to agency business needs OIT is putting in place a Master Agreement Contract. The master agreement contract could include, but will not be limited to: (1) annual software support and maintenance; (2) software license purchases; (3) software application training; and (4) fixed price statement of work/change orders with fixed deliverables.

### 2. Availability of other Public Resources. Explain how the agency concluded that:

- a. Sufficient staffing or expertise is not available **within the department and not just within a departmental division** to perform the service, **and that**
- b. Other governmental resources (local, state, or federal agencies) **external to the department** are not available to perform the service more efficiently or more cost effectively than the requested sole source.

OIT has a support team of two people, not full time, assigned to the Fortis Document Management area. The people assigned can provide some support for agency application; however, most of their efforts are assigned to infrastructure planning and support to assure that the Fortis Document Management service continues to operate smoothly without disruption to agency users.

No other State, local or Federal users configure Fortis application and software.

### 3. Uniqueness: The supplies or services required are unique to a specific contractor.

- a. If the contractor has a unique capability, it is insufficient to simply say that the contractor is unique.
- b. Describe the unique qualifications, abilities, or expertise of the contractor and the necessity of those particular unique factors to meet the department's needs.
- c. If the contractor has unique equipment or facilities or he has proprietary data, fully explain, including the necessity of these particular unique assets to the Department.

## Division of Purchases' Sole Source Authorization Form

Westbrook Technologies is the parent/owner of the Fortis Document Management product. Westbrook Technologies employs the application subject matter experts or contracts for them.

**4. Timeframe:** Time is of the essence and only one known source can meet the Department's needs within the required timeframe.

- a. Provide the date by which the supplies or services must be delivered.
- b. Indicate how that date was determined and its significance.
- c. Indicate the impact of delay beyond that date in terms of program schedules, milestones, etc.
- d. State how long it would take another contractor to acquire the capability to perform (learning period), how much it would cost another contractor to get up to speed, and if appropriate, what it would cost the Department in terms of dollars and man-hours to get another contractor up to speed. State the basis for the above estimates.

OIT has been in the process of negotiating this Master Agreement with Westbrook Technologies for 9 months. The Westbrook Technologies legal unit would not accept the State Rider B-IT. W. Laubenstein, AAG, proposed adopting the vendor terms and conditions (software license terms, customer support and maintenance terms and professional service terms) and editing these documents. The documents were reviewed multiple times and edited by OIT and the AAG. The contract reflects this approach. The Master Agreement contract also addresses contract terms required by Maine Revenue Services and the IRS. It includes IRS security language not present in any prior agreement.

OIT has several major projects underway which would be adversely impacted by not adopting this MA. They are:

- (1) Orbit Retirement – OIT supports two major document management applications, Fortis and Orbit. Orbit is a State developed and maintained document management application. OIT plans on retiring Orbit and moving to commercial-off-the-shelf software. The support person for Orbit retired from OIT 9 months ago. The move away from Orbit is complex. Lack of the MA (and Westbrook professional services) will stop the project increasing the risk of service outages.
- (2) Windows-7 – Westbrook Technologies consulting services may be required to adjust some special functions that could change during the Win-7 upgrade from Win-XP.
- (3) Enterprise Content Management – OIT is in the process of developing a RFP for a full featured Document Management application. OIT plans on supporting two document management applications (Fortis, new full featured application (cloud or locally hosted). Orbits will be gradually retired. OIT will require Westbrook Tech. services and support to reposition documents from and into the other applications.

**5. Cost.** Since competition was not used as the means for this procurement, explain how the department concluded that the costs, fees, or rates negotiated are fair and reasonable. Make either a comparison with similar contracts, use the results of a market survey, or describe another means calculated to make such a determination.

In the past, OIT has procured services from Westbrook Technologies and Ikon. Westbrook Technologies primary line of business is Document Management w-Fortis. Ikon is a reseller of Fortis software.

OIT discontinued using IKON because of cost and poor performance. Westbrook Technologies has quoted a maximum daily rate of \$1,500, which was negotiated downward to \$1,400/\$1,500 (dependent on travel) while Ikon was quoting \$1,580. Westbrook Technology business analysts and application personnel are more experienced and effective than IKON. Purchase of application support/maintenance and software licenses directly through Westbrook has been cost neutral or to the States advantage historically.

## Division of Purchases' Sole Source Authorization Form

### 6. State what is being done to foster future competition.

OIT is in the final stages of drafting an Enterprise Content/Document Management RFP. OIT anticipates it will operate and support two ECM's, Fortis and the new application selected by the RFP (to be issued in the Summer 2014 or earlier), Orbits will be retired. As with any RFP, the results of the RFP/proposals are uncertain. If it is to the advantage of the State, financially and business impact wise, with consultation of its State agency partners, OIT may consider moving from Fortis to the new ECM.

**Signature:**

**Date:**

#### Limits on Sole Source Justification:

1. Incumbency does not justify sole source.
2. Administrative delay or lack of advanced planning does not create an urgency or time frame requirement that justifies sole source.

STATE OF MAINE  
Department of Administrative and Financial Services  
Office of Information Technology  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 29th day of June 2018, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology hereinafter called "Department," and Docuware Corporation hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from 6-30-2018 to 9-30-2018.  
**Reason:** To allow for the completion of current contract negotiations between OIT and Docuware Corporation to put into place the new agreement.
2. There is no change in contract value or services terms.

All other terms and conditions of the original contract effective April 1, 2014 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: DocuWare Corporation

By: Brian Love, VP of PS Americas  
(Name & Title, Provider Representative)

Signature: Brian M Love Date: 6/27/18

and

Department of: Administrative & Financial Services / OIT  
By: B. Victor Chakravarty, Asso. CIO Infrastructure  
(Name & Title, Department Representative)

Signature: B. Victor Chakravarty Date: 27 JUN 2018

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.


*(note: this section must be completed by using agency)*

Department number and Contract number (CT #): MA 18P-150226-0175  
Vendor Code: VC0000203987 New Service Date: 9-30-2018  
Old Contract Amount: \$ 0.00 Account Codes: By Delivery Order  
Amount of Adjustment \$ 0.00 Based on usage.  
New Contract Amount \$ 0.00

## Division of Procurement Services Amendment Authorization Form

B.V.C.  
27 JUN 2018

**Form Instructions:** This form must accompany amendments being proposed for approval to existing contracts.

<b>Program Administrator:</b>	D. Pease / A. Saban	<b>Office/Division/Program:</b>	DAFS – OIT
<b>Phone:</b>		<b>CT Number:</b>	MA 18P-150226-0175
<b>Amendment Amount \$:</b>	\$0.00	<b>Revised Agreement Amount: \$</b>	\$0.00
<b>Amendment Date:</b>	6-22-2018	<b>Revised Agreement End Date:</b>	9-30-2018
<b>Provider/Vendor's Business Name and Address:</b>	Docuware Corporation 4 Crotty Lane Ste 200 New Windsor, NY 12553		
<b>VC Number:</b>	VC0000196036		
<b>Type of Service:</b>	Document Management		
<b>1. Specific Problem or Need for Amendment:</b>			
Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.			
<p>The State of Maine, Office of Information Technology (OIT), has chosen the DocuWare family of software products as its Enterprise Document Management and Content Management Solution. The State of Maine has used Fortis for over 17 years, 13 years as an Enterprise Document Management Solution. The State has invested extensively in implementing and usage of Fortis. It is used across all Executive Agencies and is a critical core application of State Government. DocuWare purchased Westbrook Technologies/Fortis software three years ago. Over the next 12-months DocuWare is phasing out Fortis support and transitioning customers to their DocuWare software product line.</p> <p>OIT is in the process of negotiating an updated master contract with DocuWare including DocuWare's software service level agreement, software licensing terms and professional service rates. The contract is under legal review by DocuWare and the State. An extension in the existing master agreement for 3-months is needed to complete the process and implement a new agreement.</p>			
<b>2. Adjustment in Agreement Amount:</b>			
If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".			
N/A			
<b>Approved by</b>			
<b>Date:</b>	6/22/2018		

STATE OF MAINE  
Department of Administrative and Financial Services  
Office of Information Technology  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 21st day of September 2018, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology hereinafter called "Department," and Docuware Corporation hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from 9-30-2018 to 12-31-2018.

**Reason:** To allow for the completion of current contract negotiations between OIT and Docuware Corporation to put into place the new agreement.

2. There is no change in contract value or services terms.

All other terms and conditions of the original contract effective April 1, 2014 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: DocuWare Corporation

By: Brian Love, VP of PS Americas  
(Name & Title, Provider Representative)

Signature: Brian M. Love Date: 9/21/18

and

Department of: Administrative & Financial Services

By: J. R. Smith CFO  
(Name & Title, Department Representative)

Signature: [Signature] Date: 9-20-18

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.

*(note: this section must be completed by using agency)*

Department number and Contract number (CT #): MA 18P-150226-0175  
Vendor Code: VC0000203987 New Service Date: 12-31-2018  
Old Contract Amount: \$ \_\_\_\_\_ Account Codes: varies based on delivery order  
Amount of Adjustment \$ \_\_\_\_\_  
New Contract Amount \$ \_\_\_\_\_

## Division of Procurement Services Amendment Authorization Form

**Form Instructions:** This form must accompany amendments being proposed for approval to existing contracts.

<b>Program Administrator:</b>	D. Pease / A. Saban	<b>Office/Division/Program:</b>	DAFS – OIT
<b>Phone:</b>		<b>CT Number:</b>	MA 18P-150226-0175
<b>Amendment Amount \$:</b>	\$0.00	<b>Revised Agreement Amount: \$</b>	\$0.00
<b>Amendment Date:</b>	9-20-2018	<b>Revised Agreement End Date:</b>	12-31-2018
<b>Provider/Vendor's Business Name and Address:</b>	Docuware Corporation 4 Crotty Lane Ste 200 New Windsor, NY 12553		
<b>VC Number:</b>	VC0000196036		
<b>Type of Service:</b>	Document Management		

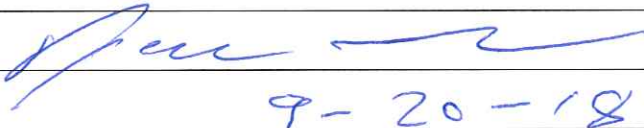
**1. Specific Problem or Need for Amendment:**  
Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.

The State of Maine, Office of Information Technology (OIT), has chosen the DocuWare family of software products as its Enterprise Document Management and Content Management Solution. The State of Maine has used Fortis for over 17 years, 13 years as an Enterprise Document Management Solution. The State has invested extensively in implementing and usage of Fortis. It is used across all Executive Agencies and is a critical core application of State Government. DocuWare purchased Westbrook Technologies/Fortis software three years ago. Over the next 12-months DocuWare is phasing out Fortis support and transitioning customers to their DocuWare software product line.

OIT is in the process of negotiating an updated master contract with DocuWare including DocuWare's software service level agreement, software licensing terms and professional service rates. The contract is under legal review by DocuWare and the State (round-2 of review). An extension of the existing master agreement for 3-months is needed to (1) complete the contract negotiation process to finalize a new agreement, and continue work on project efforts such as (2) Child Support Enforcement move from Orbits to Fortis/Docuware and (3) begin migration from Fortis to Docuware software.

**2. Adjustment in Agreement Amount:**  
If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".

N/A

<b>Approved by</b>	
<b>Date:</b>	9-20-18

STATE OF MAINE  
Department of Administrative and Financial Services  
Office of Information Technology  
CONTRACT FOR SPECIAL SERVICES - AMENDMENT

BY AGREEMENT of both parties this 28<sup>th</sup> day of January 2019, the Contract for Special Services between the State of Maine, Department of Administrative and Financial Services, Office of Information Technology hereinafter called "Department," and Docuware Corporation hereinafter called "Provider," is hereby amended as follows:

1. The termination date is adjusted from 12-31-2018 to 4-30-2019.

**Reason:** To allow for the completion of current contract negotiations between OIT and Docuware Corporation to put into place the new agreement and to support the conversion from Fortis to Docuware software.

2. There is no change in contract value.
3. Rider A is amended to add the following language

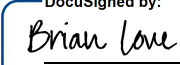
Delivery Orders initiated prior to the termination date of this Master Agreement contract could have a service-end-date beyond the termination date of the Master Agreement contract. If so, those Delivery Orders will continue until services are concluded. The terms of the Master Agreement contract under which the Delivery Order was initiated shall apply to those Delivery Orders. No Delivery Order may be initiated through the contract after the Master Agreement termination date.

All other terms and conditions of the original contract effective April 1, 2014 remain in full force and effect.

IN WITNESS WHEREOF, the Department and the Provider, by their representatives duly authorized, have executed this amendment in one original copy.

Provider: DocuWare Corporation

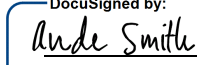
By: Brian Love  
(Name & Title, Provider Representative)

Signature:  Date: 1/28/2019  
DocuSigned by: 5CEA3EB63D65498...

and

Department of Administrative and Financial Services  
Office of Information Technology

By: Ande A. Smith, CIO

Signature:  Date: 1/28/2019  
DocuSigned by: 2F6463340212496...

The approval and encumbrance of this Agreement by the Chair of the State Procurement Review Committee and the State Controller is evidenced only by a stamp affixed to this page or by a Case Details Page from the Division of Procurement Services.



***(note: this section must be completed by using agency)***

**Department number and Contract number (CT #):** MA 18P-150226-0175  
**Vendor Code:** VC0000203987 **New Service Date:** 4-30-2019  
**Old Contract Amount:** \$ 0.00 **Account Codes:** Varies based on delivery order  
**Amount of Adjustment \$** 0.00  
**New Contract Amount \$** 0.00

## Division of Procurement Services Amendment Authorization Form

**Form Instructions:** This form must accompany amendments being proposed for approval to existing contracts.

<b>Program Administrator:</b>	D. Pease / A. Saban	<b>Office/Division/Program:</b>	DAFS – OIT
<b>Phone:</b>		<b>CT Number:</b>	MA 18P-150226-0175
<b>Amendment Amount \$:</b>	\$0.00	<b>Revised Agreement Amount: \$</b>	\$0.00
<b>Amendment Date:</b>	1-28-2019	<b>Revised Agreement End Date:</b>	4-30-2019
<b>Provider/Vendor's Business Name and Address:</b>	Docuware Corporation 4 Crotty Lane Ste 200 New Windsor, NY 12553		
<b>VC Number:</b>	VC0000196036		
<b>Type of Service:</b>	Document Management – Migration/upgrade of FORTIS System to Docuware Software		

**1. Specific Problem or Need for Amendment:**

Provide a full description of the amendment (what changes are being made to the contract) AND explain the necessity of the amendment (why the amendment needs to be done). Amendments are performed to make small changes to the scope of work, extend the termination date and/or change the cost of the agreement.

The State of Maine, Office of Information Technology (OIT), has chosen the DocuWare family of software products as its Enterprise Document Management and Content Management Solution. The State of Maine has used Fortis for over 17 years, 13 years as an Enterprise Document Management Solution. The State has invested extensively in implementing and usage of Fortis. It is used across all Executive Agencies and is a critical core application of State Government. DocuWare purchased Westbrook Technologies/Fortis software three years ago. DocuWare is phasing out Fortis support and transitioning customers to their DocuWare software product line.

OIT is in the process of negotiating an updated Master Agreement with DocuWare including DocuWare's software service level agreement, software licensing terms and professional service rates. The contract is under legal review by DocuWare and the State (round-3 of review). An extension of the existing Master Agreement is needed to complete the contract negotiation process to finalize a new agreement and migrate/upgrade the software from Fortis to Docuware. Fortis software is scheduled to end support 6-30-2019.

Note: During the last 6-months OIT completed migration of Child Support Enforcement records from the legacy Orbit document management application to Fortis, allowing decommissioning of Orbit.

**2. Adjustment in Agreement Amount:**

If the amendment includes the addition or reduction of funds, describe how the amendment amount was determined. If the amendment did not include a change to the agreement amount, state "N/A – this amendment does not modify the agreement amount".

N/A

DocuSigned by:

*Ande Smith*

2F6465340212496...

**Approved by**

**Date:**

1/29/2019