General Contract Provisions: Below are general provisions that will be incorporated into any contract or contracts resulting from this RFP. These provisions are non-negotiable. If you have any questions or concerns regarding any of the below provisions, your opportunity to raise such questions or concerns will be during the questions and answers stage of this RFP.

SECTION - 1 DEFINITIONS.

"***Agreement***" means [the agreement resulting from the RFP] and each and every exhibit attached [to the Agreement] and by this reference are made an integral part of [the Agreement], all as amended, renewed, and extended from time to time.

"***Computer***" means a data processing device capable of accepting data, performing prescribed operations on the data, and supplying the results of these operations; for example, a device that operates on discrete data by performing arithmetic and logic processes on the data, or a device that operates on analog data by performing physical processes on the data.

"***Computer Data Base***" means a collection of data in a form capable of being processed and operated on a Computer.

"***Computer Program***" means a series of instructions or Statements in a form acceptable to a Computer, processor or controller that is designed to cause the Computer, processor or controller to execute an operation or operations. Computer Programs include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort-merge programs and maintenance/diagnostics programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer Programs may be either machine dependent or machine-independent and may be general purpose in nature or be designed to satisfy the requirements of a particular user. See "Software".

"***Computer Software***" means Computer Programs and Computer Data Bases.

"***Configuration***" means the ability to use native tools in the system to enable a given feature or module to function based on user-defined values and requirements.

"***Contractor***" means [the selected vendor].

"***Deliverable***" means any work product that Contractor delivers for the purposes of fulfilling its obligations to the State under the terms of the Agreement, including work product Contactor must submit to State for State's approval in accordance with the formal acceptance procedures set forth within the [to be negotiated *Statement of Work*].

"***Hardware***" includes Computers, printers, attached equipment or peripherals or other equipment utilized for the State's intended purposes as expressed in the RFP or otherwise expressed in this Agreement.

"***Milestone Payment***" means a defined payment amount associated with the completion of a particular Deliverable or set of Deliverables.

"***Personally Identifiable Information***" or "***PII***" means any information about an individual maintained by the State, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

"***Products***" includes Software, Hardware, equipment, options, documentation, accessories, supplies, spare parts provided by the Contractor in connection with this Agreement.

"***Proposal***" means the Contractor's proposal submitted in response to the RFP.

"***Protected Health Information***" or "***PHI***" shall have the same meaning as the term is defined in 45 CFR 160.103, and referenced in Section 13400 of Subtitle D ('Privacy') of the HITECH Act. This includes individually identifiable health information: (i) transmitted by electronic media; (ii) maintained in electronic media; or (iii) transmitted or maintained in any other form or medium. Protected health information excludes individually identifiable health information in: (i) education records covered by the Family Educational Rights and Privacy Act; (ii) records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) employment records held by a covered entity in its role as employer.

"***RFP***" means the [RFP].

"***SaaS***" See "Software," below.

"***Sensitive Data***" means any personally identifiable information ("PII"), protected health information ("PHI"), Sensitive Information ("SI"), or other private/confidential data.

"***Sensitive Information***" or "***SI***" means information that is considered sensitive if the loss of confidentiality, integrity, or availability could be expected to have a serious, severe or catastrophic adverse effect on organizational operations, organizational assets, or individuals. Further, the loss of sensitive information confidentiality, integrity, or availability might: (i) cause a significant or severe degradation in mission capability to an extent and duration that the organization is unable to perform its primary functions; (ii) result in significant or major damage to organizational assets; (iii) result in significant or major financial loss; or (iv) result in significant, severe or catastrophic harm to individuals that may involve loss of life or serious life threatening injuries.

"***Software***" or "***Software Application(s)"*** shall mean the Web-based Software Application(s) provided by the Contractor as Software as a Service ("SaaS") under this Agreement.

"***State***" means the State of Rhode Island.

"***Statement of Work***" or "***SOW***" means the [to be negotiated *Statement of Work*].

"***Support***" includes Software updates, maintenance and support services conducted by the Contractor on its own Web-based Software, and consulting, training and other support services provided by or through Contractor for the State.

"***Task***" means a material activity engaged in by Contractor for the purpose of fulfilling its obligations to State under the terms of the Agreement, which may or may not result in the creation of a Deliverable.

"***Web-based Software Application(s)***" shall mean the Contractor Software Application(s) residing or provided on the Contractor's system and accessed by authorized State users through a web browser and shall include Contractor-hosted storage, Computer Data Bases, related documentation, and other functionalities or services provided with the Software to facilitate the use of the Software.

"***Website Customization and Application & Interface Changes***" means Software development and user interface work that is done by the State or Contractor to modify the website front-end, or to the back-end code which is inherent to the application or interfaces to third party systems.

SECTION - 2 USE OF SAAS SERVICES.

"Use" in the context of Computer Software execution and operation in this Section includes storing, loading, installing, executing or displaying Software or its data on a Computer, processor or controller.

2.1 Contractor grants the State a non-transferable and non-exclusive right to use and access, during the term of this Agreement and paid subscription, for the number of State users agreed upon in the [to be negotiated *Statement of Work*] or as may otherwise be agreed upon by the Parties, all Web-based Software Applications and related storage, Computer Data Bases, documentation, and other functionalities or services provided with the Software to facilitate the use of the Software furnished or accessible under this Agreement. The State is authorized to access State data and Contractor provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State data and shall include the right to, and access to, any upgrades, updates, releases or other enhancements or modifications made generally available to Contractor's customers or tenants of the same or similar Web-based Software Applications and services provided herein without the Contractor requiring a separate maintenance or support agreement. The State and any user authorized by the State may use the Web-based Software Applications with any Computer, Computer system, server, desktop workstation, or any other device with web access. User access to the Web-based Software Applications services shall be routinely provided by the Contractor. The State shall notify the Contractor immediately of any known unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Web-based Software Applications or any portion thereof. Use of the Web-based Software Applications to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the services to perform its usual and governmental functions. If the Web-based Software Application fees are based upon the number of users and/or hosted instances, the number of users/hosted instances available may be adjusted at any time by mutual agreement of the State and the Contractor.

2.2 The Web-based Software Applications shall be in good working order and operating in conformance with Contractor's standard specifications and functions. The State shall notify the Contractor if the Web-based Software Applications are not in good working order or inaccessible during the term of the Agreement. Contractor shall, at its option, either repair or replace any Web-based Software Applications reported or discovered as not being in good working order during the applicable term of this Agreement without cost to the State. See *[to be negotiated Maintenance and Support Standards*].

2.3 Contractor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Software or services being performed under this Agreement during the State's normal business hours. Contractor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards.

2.4 Successful access by the State's users to the Contractor's Web-based Software Applications is required. The State shall notify the Contractor in writing that the State's users cannot successfully access the implemented Web-based Software Applications. See

[to be negotiated *Statement of Work*].

2.5 The Contractor agrees that there is no clickwrap agreement in the Software. If there is clickwrap, the State shall not be bound to the clickwrap's terms and conditions. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "OK" or "AGREE" button on a dialog box or pop-up window as part of the process of access to the Software. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Contractor's SaaS licensees.

SECTION - 3 USE OF SOFTWARE AND INFORMATION.

"Use" in the context of Computer Software execution and operation in this Section incudes storing, loading, installing, executing or displaying Software or its data on a Computer, processor or controller.

3.1 The State agrees that any SaaS Software or technical and business information owned by Contractor or its suppliers or licensors, the use of which is furnished to the State under this Agreement, shall be and remain the property of the Contractor, or other party, respectively.

3.2 All Software Modifications and information furnished to the State under this Agreement: (i) shall be used by the State only to install, operate or maintain the product for which they were originally furnished; (ii) shall not be reproduced or copied, in whole or in part, except as necessary for use as authorized under this Agreement; and (iii) shall, together with any copies except copies for the State's archival purposes containing the State's business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished.

SECTION - 4 ACCESS AVAILABILITY AND WARRANTY.

4.1 Contractor agrees that the SaaS services will be available as described in *Maintenance and Support Standards* [to be negotiated] and in accordance with the highest standards of the Contractor's industry and more specifically in accordance with any service level standards negotiated and agreed between the Parties as contained in *Maintenance and Support Standards* [to be negotiated].

4.2 Minimum warranties for any required State Software configuration, customization or other Software implemented or provided by the Contractor shall include:

4.2.1 The Software will be in good working order and the SaaS services shall remain accessible as described in *[to be negotiated Maintenance and Support Standards*]. The warranty shall begin upon successful production use and acceptance by the State. If no warranty period is specified, the warranty period shall be Contractor's standard warranty period for the Software, commencing the day of successful use.

4.2.2 If the State requires warranty service other than under this Agreement, it shall be agreed to in writing by the Parties at rates and terms set forth in such writing.

4.2.3 For any Configurations, Customized or Modified Software, if any, provided pursuant to this Agreement, Contractor warrants that for a period of one year after the State accepts said Software, it will operate and perform in accordance with the

functions and specifications set forth in the RFP or otherwise set forth in this Agreement and be error free as the solution for the State. This express warranty applies only if the State implements the Software.

4.2.4 Unless otherwise required by the State, Contractor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. This warranty shall be valid for ninety (90) days from the date Support is provided or performance of the service. Contractor warrants to the best of its knowledge that: (i) the licensed Software or Modifications, if any, and associated materials do not infringe any intellectual property rights of any third party; (ii) there are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party; (iii) the services will be provided consistent with and under the Software performance guarantees/warrantees herein.

SECTION - 5 SOFTWARE VERSION RETIREMENT.

5.1 Unless otherwise provided in the Contractor's standard agreement, Contractor retains the right to retire a version of the Web-based Software and stop providing subscription Support or annual maintenance, updates or services, upon providing one-hundred and eighty (180) days written notice to the State of its intent to do so. The decision to stop maintaining a version of the Software is the sole business discretion of Contractor and shall not be deemed a breach of contract as long as the Contractor provides the State with an updated version. If Contractor substantially retires the version of the Web-based Software services Software provided to the State and if the State has paid all applicable subscription fees (or other annual maintenance fees) subsequent to executing this Agreement, the State shall be entitled to receive, at no additional charge, access to a newer version of the Web-based Software services that supports substantially the same functionality as the then accessible version of the Web-based Software services. Additional products, modules or features integrating or pertaining to the Software that provides new or substantially increased functionality may be made available to the State for an additional subscription fee provided that the new or increased functionality was not developed in part or in whole as a clear derivative of the implementation under this Agreement.

5.2 Contractor may, at no additional charge, modify Web-based Software services to improve operation and reliability or to meet legal requirements.

SECTION - 6 SAAS AND OTHER SUPPORT AND MAINTENANCE.

Contractor will provide to the State the same services for maintaining, updating and continuing optimal performance for the Web-based Software services as provided to other similarly situated users of the Web- based Software services, but minimally as provided for and specified in *[to be negotiated Maintenance and Support Standards*]. Support will also be provided for any other (e.g., third–party) Software needed to implement the solution that may be located as an application on State client Computers. Maintenance and Support services may be negotiated as applicable relevant to the Contractor's submitted Proposal.

SECTION - 7 STATE DATA.

The State is responsible for the security of its proprietary or confidential information, for its data,

and for maintaining a procedure and process to reconstruct lost or altered files, data or Computer Programs hosted onsite at the State. However, the Contractor will protect State data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality and will promptly provide the State data back to the State upon request, including but limited to, termination of this Agreement or cessation of business by the Contractor or other major event preventing Contractor from continuing to provide the services to be performed under this Agreement. All State data back up will be conducted by Salesforce.com as part of its normal business operations. See *[to be negotiated Maintenance and Support Standards*].

SECTION - 8 AVAILABILITY OF FUNDS.

Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the State for the purposes set forth in this Agreement. If this Agreement or any purchase order issued hereunder is funded in whole or in part by federal funds, the State's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement is expressly contingent upon the appropriation, allocation, and availability of funds for the purposes set forth in the Agreement. If funds to effect payment are not available, the State will provide written notification to Contractor. If the Agreement is terminated under this paragraph, Contractor agrees to take back any affected Products and Software not yet delivered under this Agreement, terminate any services supplied to the State under this Agreement, and relieve the State of any further obligation thereof. The State shall remit payment for Products and services accepted prior to the date of the aforesaid notice in conformance with the payment terms of this Agreement.

SECTION - 9 ACCEPTANCE CRITERIA.

Acceptance testing is required for all Contractor supplied Software and services. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Contractor's technical representations. Acceptance of Software and services shall be controlled by the criteria, processes, and procedures as specified in the [to be negotiated *Statement of Work*].

SECTION - 10 PATENTS, COPYRIGHTS, INTELLECTUAL PROPERTY.

10.1 All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the effective date of this Agreement shall belong to the party that owned such rights immediately prior to the effective date of this Agreement (Pre-Existing Intellectual Property). If the Contractor's SaaS includes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Agreement.

10.2 Except for information created or otherwise owned by the State or licensed by the State from third-parties, including all information provided by the State to Contractor through the SaaS or for use in connection with the SaaS, all right, title, and interest in the intellectual property embodied in the SaaS, including the know-how and methods by which the SaaS

is provided and the processes that make up the SaaS, will belong solely and exclusively to Contractor and its licensors, and the State will have no rights in any of the above except as expressly granted in this Agreement. Any SaaS Software developed by Contractor during the performance of the Agreement will belong solely and exclusively to Contractor and its licensors.

10.3 Subject to the terms of the Section entitled "Indemnification" of this Agreement, Contractor shall defend, indemnify, and hold harmless the State, its directors, officers, employees and agents, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim the Contractor-provided SaaS service infringes, misappropriates or otherwise violates any third-party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.

10.4 Contractor shall be entitled to control the defense or settlement of such claim provided that the State will, upon requesting indemnification hereunder: (i) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (ii) be entitled to participate in the defense of any such claim at its own expense.

10.5 Except if Contractor has pre-existing knowledge of such infringement, Contractor's obligations under this Section will not apply to the extent any third-party intellectual property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to this Section or which were not approved by Contractor, including (i) the combination, operation or use of the service (including SaaS) or Deliverable in connection with a third-party product or service not introduced by the Contractor (the combination of which causes the infringement); or (ii) Contractor's compliance with the written specifications or directions of the State to incorporate third party Software or other materials which causes infringement.

10.6 Without limiting Contractor's obligations under subsection 3 of this Section, if all or any part of the Deliverable or service is held, or Contractor reasonably determines that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, Contractor (after consultation with the State and at no cost to the State): (i) shall procure for the State the right to continue using the item or service in accordance with its rights under this Agreement; (ii) replace the item or service with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, complies with the item's specifications, and all rights of use and/or ownership set forth in this Agreement; (iii) modify the item or service so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and complies with the item's or services' specifications and all rights of use and/or ownership set forth in this Agreement or (iv) refund any pre-paid fees for the allegedly infringing services that have not been performed or provide a reasonable pro-rata refund for the allegedly infringing Deliverable or item.

10.7 Except for any Pre-Existing Intellectual Property (and any modifications or derivative works thereof resulting from services described herein) and third-party intellectual property, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State. Notwithstanding the foregoing, the State agrees to secure all necessary rights, licenses and/or permissions to allow Contractor to access and use any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials the State provides to the Contractor in Contractor's performance of the services or production of the Deliverables.

10.8 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third-party or open source license. These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Agreement as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.

10.9 The Contractor shall report to the State, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Agreement.

10.10 The Contractor shall not affix (or permit any third party to affix), without the State's consent, any restrictive markings upon any Deliverables that are owned by the State and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

SECTION - 11 INDEMNIFICATION.

11.1 Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from liability for (i) tangible property damage, bodily injury and death, to the extent caused by or contributed to by the Contractor, and (ii) for the gross negligence, fraud or willful misconduct of Contractor, including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) arising from or relating to the performance of the Contractor or its subcontractors under this Agreement.

11.2 The State has no obligation to provide legal counsel or defense to the Contractor or its

subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Agreement against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Agreement.

11.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Agreement.

11.4 The Contractor shall immediately notify the State of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Agreement, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed by a third party against the State as a result of or relating to the Contractor's performance under this Agreement.

This Section entitled "Indemnification" shall survive the expiration or termination of this Agreement.

SECTION - 12 LIMITATIONS OF LIABILITY.

12.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees, including but not limited to personal injury; physical loss; or violations of the Patents, Copyrights, Intellectual Property sections of this Agreement, as follows:

12.1.1 For infringement of patents, trademarks, trade secrets and copyrights as provided in the Section entitled "Patents, Copyrights, Intellectual Property" of this Agreement**;**

12.1.2 Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;

12.1.3 Without limitation for a data breach (as described in the Sections entitled "Security Requirements and Incident Response", "Security Incident or Data Breach Notification", "Data Breach Responsibilities", and "Data Protection" of this Agreement); and

12.1.4 For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Agreement where liability is not otherwise set forth as being "without limitation," and regardless of the basis on which the claim is made, Contractor's liability shall not exceed two times the total value of the Agreement. Third-party claims arising under the Section entitled "Indemnification" of this Agreement are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third-party claims arising under the Section entitled "Indemnification" of this Agreement shall be unlimited if the State is not immune from liability for claims arising under the Section entitled "Indemnification" of this Agreement.

12.2 In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Agreement, Contractor agrees that all Subcontractors shall be held to be agents of Contractor.

SECTION - 13 RISK OF LOSS; TRANSFER OF TITLE.

Risk of loss for conforming supplies, equipment and materials specified as Deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other Deliverables are received and accepted by the State. Title of all such Deliverables passes to the State upon acceptance by the State.

SECTION - 14 CONFIDENTIALITY.

Subject to the Rhode Island Access to Public Records Act ("APRA"), R.I. Gen. Laws § 38-2-1 et seq., and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's Computer systems and Cloud Infrastructure) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Agreement, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this Section shall not apply to information that (i) is lawfully in the public domain; (ii) has been independently developed by the other party without violation of this Agreement; (iii) was already rightfully in the possession of such party; (iv) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (v) which such party is required to disclose by law.

SECTION - 15 EXCLUSIVE USE AND OWNERSHIP.

Except as may otherwise be set forth in this Agreement, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the State or developed by Contractor relating to the Agreement, except that Contractor may provide said information to any of its officers, employees and subcontractors who Contractor requires to have said information for fulfillment of Contractor's obligations hereunder. Each officer, employee and/or subcontractor to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of and bound by confidentiality and intellectual property terms substantially equivalent to those of this Agreement.

SECTION - 16 NOTIFICATION OF LEGAL REQUESTS.

The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this Agreement, or which in any way might reasonably require access to the data of the State, unless prohibited by law from providing such notice. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

SECTION - 17 TERMINATION AND TRANSITION OF DATA OWNERSHIP.

17.1 In the event of a termination of the Agreement, the Contractor shall implement an orderly return of all State data, as set forth in this Agreement.

17.2 Upon the termination or expiration of this Agreement, Contractor agrees that any data, files, information, and/or derivative data files and confidential information or information

of any kind provided by the State pursuant to this Agreement, shall not be retained by Contractor. Contractor shall immediately return to State all such data, files, information, and/or derivative data files and confidential information or information of any kind provided by State pursuant to this Agreement at no charge. Upon receipt of this data, State shall certify in writing that it has received the data and that it is complete. Upon receiving written certification from the State that all data has been returned Contractor agrees to immediately destroy all State data remaining on its system and to certify that action no later than 30 days from the date of destruction. Contractor agrees that no data, files, information, and/or derivative data files and confidential information or information of any kind provided by State pursuant to this Agreement or copies thereof or any derivative or subsets of the above, or any manipulated records/files, and/or any parts thereof, shall be retained when the aforementioned file(s) are returned or destroyed.

17.3 During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.

17.4 The State shall be entitled to any post-termination assistance generally made available with respect to the services.

SECTION - 18 CHANGE CONTROL AND ADVANCE NOTICE.

The Contractor shall give advance notice to the State of any Contractor Software-specific upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. Contractor may modify the functionality or features of the SaaS at any time, provided that the modification does not materially degrade the functionality of the SaaS service.

SECTION - 19 REDUNDANCY, DATA BACKUP AND DISASTER RECOVERY.

The Contractor must maintain or cause to be maintained disaster avoidance procedures designed to safeguard State data, Sensitive Data, and other confidential information, Contractor's processing capability and the availability of hosted services, in each case throughout the base period, and any option periods and at all times in connection with its required performance of those services. Any force majeure provisions of this Agreement do not limit the Contractor's obligations under this "Redundancy, Data Backup and Disaster Recovery" provision. All data center redundancy, data backup, and disaster recovery is handled by the infrastructure provider Salesforce.com.

SECTION - 20 EFFECT OF CONTRACTOR BANKRUPTCY.

All rights and licenses granted by the Contractor under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Agreement, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (i) subject to the State's rights of election, all rights and licenses granted to the State under this Agreement shall continue subject to the respective terms and conditions of this Agreement; and (ii) the State shall be entitled to a complete duplicate of (or complete access to, as

appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Agreement.

SECTION - 21 RHODE ISLAND LAW PREVAILS.

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Rhode Island. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of Rhode Island for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Providence.

SECTION - 22 TERMINATION FOR DEFAULT.

If the Contractor fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, the State may terminate the Agreement by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. In the event any Deliverable furnished by the Contractor fails to conform to any material requirement of the specifications, notice of the failure is provided by the State and the failure is not cured within ten (10) days, or Contractor fails to meet the State's acceptance requirements, the State may cancel and procure the articles or services from other sources; holding Contractor liable for any excess costs occasioned thereby. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. If Contractor fails to deliver Deliverables within the time required by this Agreement, the State may provide written notice of said failure to Contractor, and by such notice require payment of a penalty. Should the State fail to perform any of its obligations upon which Contractor's performance is conditioned, Contractor shall not be in default for any delay, cost increase or other consequences due to the State's failure provided that, if the Contractor claims the State's action or inaction caused the Contractor to miss a Milestone Schedule Due Date contained within the [to be negotiated *Statement of Work*], the Contractor must have given the State reasonable advance notice as provided in [the notice section of the Agreement]. Contractor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Contractor's Proposal that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

SECTION - 23 TERMINATION FOR CONVENIENCE.

The performance of work under this Agreement may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Agreement. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

SECTION - 24 SUBCONTRACTING AND ASSIGNMENT.

The Contractor may not subcontract any portion of the Products or services provided under this Agreement without obtaining the prior approval of the Rhode Island Department of Administration, Office of Management and Budget, nor may the Contractor assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the Department of Administration, Office of Management and Budget, each at the State's sole and absolute discretion. Any such subcontract or assignment shall include the terms of this Agreement and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to any subcontractors. The Contractor shall identify all of its strategic business partners related to Products or services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

SECTION - 25 INSURANCE REQUIREMENTS.

The Contractor shall maintain workers' compensation coverage, property and casualty insurance, cyber liability insurance, and any other insurance as required in the RFP. The minimum limits of such policies must meet any minimum requirements established by law and the limits of insurance required by the RFP, and shall cover losses resulting from or arising out of Contractor action or inaction in the performance of services under the Agreement by the Contractor, its agents, servants, employees or subcontractors. Effective no later than the date of execution of the Agreement, and continuing for the duration of the Agreement term, and any applicable renewal and transition periods, the Contractor shall maintain such insurance coverage and shall report such insurance annually or upon Agreement renewal, whichever is earlier, to the State. The Contractor is required to notify the State in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation and/or nonrenewal. The State shall be included as an additional named insured on the property and casualty policy and as required in the RFP.

SECTION - 26 SECURITY REQUIREMENTS AND INCIDENT RESPONSE.

26.1 The Contractor agrees to abide by all applicable federal, State and local laws including but not limited to the Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, et seq., concerning information security and comply with current Rhode Island Division of Enterprise Technology Strategy and Service security policies, found at http://www.doit.ri.gov/policy/. Contractor shall limit access to and possession of Sensitive Data to only employees whose responsibilities reasonably require such access or possession and shall train such employees on the confidentiality obligations set forth herein.

26.2 The Contractor agrees to notify the State when any Contractor system that may access, process, or store State data or State systems is subject to unintended access or attack. Unintended access or attack includes compromise by a Computer malware, malicious search engine, credential compromise or access by an individual or automated Computer Program due to a failure to secure a system or adhere to established security procedures.

26.3 The Contractor further agrees to notify the State within twenty-four (24) hours of the discovery of the unintended access or attack by providing notice via written or electronic

correspondence to the State's Agreement Manager and the Chief Information Security Officer of the Rhode Island Division of Enterprise Technology Strategy and Service.

26.4 The Contractor agrees to notify the State within two (2) hours if there is a threat to Contractor's product as it pertains to the use, disclosure, and security of State data.

26.5 If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the State within one (1) business day after Contractor's discovery of such use or disclosure and thereafter all information the State requests concerning such unauthorized use or disclosure.

26.6 The Contractor, within one day of discovery, shall report to the State any improper or non-authorized use or disclosure of Sensitive Data. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Sensitive Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

The Contractor shall provide such other information, including a written report, as reasonably requested by the State

26.7 The State shall provide the Contractor access to its written security policy. The Contractor shall protect Sensitive Data according to a written security policy no less rigorous than that of the State, and shall supply a copy of such policy to the State for validation. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Sensitive Data or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.

26.8 The Contractor shall disclose all of its non-proprietary security processes and technical limitations to the State.

This Section entitled "Security Requirements and Incident Response" shall survive the expiration or termination of this Agreement.

SECTION - 27 SECURITY INCIDENT OR DATA BREACH NOTIFICATION.

The Contractor shall inform the State of any security incident or data breach.

27.1 "Security Breach" means (1) any circumstance pursuant to which applicable law requires notification of such breach to be given to affected parties or other activity in response to such circumstance; or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State

data or State confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Contractor or its agents or subcontractors in connection with the services. "Systems Security" means security of Computer, electronic or telecommunications systems of any variety (including Computer Data Bases, Hardware, Software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Contractor or its agents or subcontractors in connection with the services. "Processing" means any operation or set of operations performed upon the State data or State confidential information, whether or not by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.

27.2 In the event Contractor becomes aware of any Security Breach due to Contractor acts or omissions other than in accordance with the terms of the Agreement, Contractor shall, at its own expense, (1) immediately notify the State's Agreement Manager and the Chief Information Security Officer of the Rhode Island Division of Enterprise Technology Strategy and Service of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the general public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.

27.3 Contractor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Contractor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. In the event that Contractor becomes aware of any Security Breach which is not due to Contractor acts or omissions other than in accordance with the terms of the Contract, Contractor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may

be appropriate under the circumstances.

27.4 The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Agreement. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the Agreement.

SECTION - 28 DATA BREACH RESPONSIBILITIES.

This Section only applies when a data breach occurs with respect to Sensitive Data within the possession or control of the Contractor. This excludes data residing on the Salesforce.com platform.

28.1 The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State-identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

28.2 The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State-identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been, a data breach. The Contractor shall (1) cooperate with the State to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

28.3 Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its Agreement obligation to encrypt Sensitive Data or otherwise prevent its release, the Contractor shall bear the costs associated with (i) the investigation and resolution of the data breach; (ii) notifications to individuals, regulators or others required by State law; (iii) a credit monitoring service required by State or federal law; (iv) a website or a toll-free number and call center for affected individuals required by State law – all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (v) complete all corrective actions as reasonably determined by Contractor based on root cause; all [(i) through (v)] subject to this Agreement's limitation of liability.

SECTION - 29 DATA PROTECTION.

29.1 The State will own all right, title and interest in its data that is related to the services provided by this Agreement. The Contractor and/or subcontractor(s) shall not access public jurisdiction user accounts or public jurisdiction data, except (i) in the course of data center operations; (ii) in response to service or technical issues; (iii) as required by the express terms of this Agreement; or, (iv) at the State's written request.

29.2 In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the

Contractor shall be responsible for recreating such lost data in the manner and on a schedule set by the State's Agreement Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or State law or regulations, the Contractor shall report the loss of non-public data as directed in this Agreement.

29.3 Computer Data Base Security and Encryption. Protection of data and personal privacy shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions: (i) the Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Sensitive Data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Sensitive Data and non-public data of similar kind; (ii) all data collected or created in the performance of this Agreement shall become and remain property of the State; (iii) all Sensitive Data shall be encrypted at rest and in transit with controlled access, including back-up data. (iv) unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this Agreement. (v) at no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State. (vi) the Contractor shall not use any information collected in connection with the service issued under this Agreement for any purpose other than fulfilling the service.

29.4 Data Location. The Contractor shall provide its services to the State and its end users solely from data centers in the United States ("U.S."). Storage of State data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal Computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. If requested by the State, the Contractor shall provide technical user support as described in [*to be negotiated Maintenance and Support Standards*].

29.5 Import and Export of Data. The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from third parties.

29.6 Encryption of Data at Rest. The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Sensitive Data, unless the State approves the storage of Sensitive Data on a Contractor portable device in order to accomplish Agreement work.

29.7 PHI and HIPAA Security. In the event Contractor is provided PHI, Contractor agrees not to use the PHI in any manner that would constitute a violation of the HIPAA Privacy Rule or the Health Information Technology for Economic and Clinical Health Act (HITECH)

and its interim implementing regulations, as set forth by the United States Department of Health and Human services to protect the privacy of PHI including in 45 CFR Part 160 and 45 CFR Part 164, Subpart A and Subpart E.

SECTION - 30 SUSPENSION OF WORK.

The Rhode Island Division of Purchases unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the State may determine to be appropriate for the convenience of the State.

SECTION - 31 ACCESSIBILITY BEST PRACTICES.

The Solution must be in compliance with the accessibility principles of Section 508 of the Federal Rehabilitation Act and the standards documented in the World Wide Web Consortium's Web Content Authoring Guidelines, Version 2, Level AA (WCAG2 Standards). Accessibility tests should be conducted before delivery and include testing results with all Deliverables.

SECTION - 32 COMPLIANCE WITH LAWS/ARREARAGES.

The Contractor hereby represents and warrants that:

32.1 It is qualified to do business in the State of Rhode Island and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

32.2 It is not in arrears with respect to the payment of any monies due and owing the State of Rhode Island, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

32.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and

32.4 It shall obtain, at its expense, all business licenses (except as otherwise stated herein), permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

SECTION - 33 CONTINGENT FEE PROHIBITION.

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or bona fide agent working for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or bona fide agent, any fee or other consideration contingent on the making of this Agreement.

SECTION - 34 DELAYS AND EXTENSIONS OF TIME.

The Contractor agrees to perform this Agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement except as otherwise stated herein. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor,

including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of the Agreement with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers. The Contractor shall give the State reasonable advance notice of any delay being caused by any other persons or entities, including the State, which the Contractor believes will or will likely cause the Contractor to fail to satisfy a Milestone Due Date specified in the [to be negotiated *Statement of Work*] or Milestone Due Date otherwise specified by mutual agreement of the Parties. See [to be negotiated *Statement of Work*].

SECTION - 35 RETENTION OF RECORDS.

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Agreement for three (3) years after final payment by the State under this Agreement, or any applicable statute of limitations, prevailing federal or State law or regulation, or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State at all reasonable times. The Contractor shall, upon request by the State, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Agreement. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. All records related in any way to the Agreement are to be retained for the entire time provided under this Section. This provision shall survive expiration of this Agreement.

SECTION - 36 RIGHT TO AUDIT.

36.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's and/or Subcontractors' performance under this Agreement. In this agreement, an audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, Statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Agreement, including but not limited to the adequacy and compliance with established procedures and internal controls over the services being performed for the State.

36.2 Upon three (3) business days' notice, Contractor and/or Subcontractors shall provide the State reasonable access during normal business hours to their records to verify conformance to the terms of this Agreement. The State shall be permitted to conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting/audit firm, solely at the State's election. The State shall have the right to copy, at its own expense, any record related to the services performed pursuant to this Agreement.

36.3 Contractor and/or subcontractors shall cooperate with the State or the designated auditor

and shall provide the necessary assistance for the State or the designated auditor to conduct the audit.

36.4 The right to audit shall include subcontractors in which goods or services are subcontracted by Contractor and/or subcontractors and that provide essential support to the services provided to the State under this Agreement. Contractor and/or subcontractors shall ensure the State has the right to audit with any lower tier subcontractor.