

AtTask

Service Attachment 1

Collaborative Work Solution

This Service Attachment (the "Service Attachment"), is between AtTask, Inc. ("Service Provider") having an office at 3300 Ashton Blvd. Ste. 300, Lehi, UT 84043, and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and it is effective as of the date signed by the State.

SERVICE OVERVIEW

AtTask is pleased to present this Service Attachment for consulting and support services to the Subscribing Entity (referred to herein as "Client") specified in the State's Ordering System.

AtTask strategy centers on knowledge transfer of the AtTask solution as well as industry best practices and lessons learned. The approach developed for the Client is based on the core fundamentals and best practices of the AtTask Methodology, tailored to the business objectives, requirements, and technical environment information provided by Client.

The Primary Service provided with an AtTask engagement is access to a Cloud based Collaborative Work Solution. The functionality delivered is as follows:

Project Management

Allows the Subscribing Entity to schedule and execute projects. AtTask provides an interactive Gantt chart, real-time reporting, and custom project dashboards which enables managers complete visibility to manage projects.

Reports & Dashboards

AtTask provides more than 100 standard reports and unlimited configurable reports, to assist in making informed decisions.

Resource Management

AtTask enables managers to organize people into resource pools to better understand workload capacity.

Team Collaboration

AtTask employs a team approach to assist in decision-making. This collaboration results in greater accuracy in projections.

Help Desk & Issue Tracking

AtTask's integrated help desk enables organizations to track every issue submitted from initiation to resolution. Managers can easily establish queues where help desk users can submit issues and receive automatic status updates.

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Time Management

AtTask has a built-in timesheet management portal, which allows the Subscribing Entity to create and manage timesheets for anyone on the team. Timesheets are designed to capture hours for project, tasks, and issues. The enhanced timesheets make it easy to review and approve timesheets; and easy for team members to manage tasks and time.

Portfolio Management

AtTask's portfolio management, with Business Case Builder, helps Subscribing Entities to manage their resources.

Process Improvement

AtTask enables organizations to incorporate their workflows within the solution, creating automatic notifications to alert recipients of a pending request or other relevant communication.

Product Integration

AtTask integrates all business-critical applications so Subscribing Entities can make informed and accurate decisions.

Universal Compatibility

AtTask is browser independent and works on Windows®, Mac®, or Linux®, or any mobile device.

Auditing and Governance

AtTask provides a single location for the access and storage of all project information in order to create an audit trail to authenticate compliance with Subscribing Entities best business practices. Integrating collaboration, visibility, and compliance eliminates the need for disparate, software, email, or other patchwork approaches.

DESCRIPTION OF SERVICES

AtTask is a SaaS project management application that can provide a Collaborative Work Management solution. The Collaborative Work Management solution combines social media techniques with traditional project management capabilities to fully engage team members in high priority productive activities while providing management teams with the information and visibility they need to optimize their resources. AtTask will deliver through this Service Attachment: Licensing, Training and Support Services.

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LICENSES

Subscribing Entities may purchase licenses during the Term of this Service Attachment based on the pricing set forth below.

AtTask Individual License pricing:

AtTask Enterprise Full User License	AT-AL-ENT	\$650
AtTask Team Member License	AT-AL-TM	\$250
AtTask Limited User License	AT-AL-LM	\$150
AtTask Help Desk Requester User License	AT-AL-HD	\$50

Discounts

Total Users	Discount
10-99	0%
100-199	5%
200-299	10%
300-499	15%
500+	20%

Licensing specific terms and conditions:

The Term of Service will start one month after SA is signed and end 13 months after the signature date. Licenses will be prorated based on when purchased and time remaining in the 12 month term.

The discounts will be applied for the license term based on the volumes from the initial and then from previous license term for the new license term.

TRAINING

Along with access to the software, AtTask Inc offers three different methods of training.

1-Online Training (no additional costs)

Online training and documentation are embedded with the applications. Subscribing Entities can search and review documentation and content in video tutorials within the application interface.

In addition to training courses and video tutorials, additional documentation and training materials can be found at the AtTask Community Portal at <https://community.attask.com/>. The portal provides the online AtTask User Manual, FAQs, Computer Based Training, and Idea Share (for requesting new product features). It also serves as the portal for accessing the other support features.

Community Portal

The AtTask Community Portal is available at <https://community.attask.com/>. The portal

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provides the online AtTask User Manual, FAQs, Computer Based Training, and Idea Share (for requesting new product features). It also serves as the portal for accessing the other support features.

E-Library

The E-Library is an online knowledge base, which includes a robust library of information to support a best practices approach to using AtTask. It includes access to the AtTask PPM methodology, Tips & Tricks, templates, as well as samples of custom built Views, Groupings, Filters, and Reports. This content is continually updated by our dedicated E-Learning Specialists. The E-Library is accessed through the AtTask Community Portal.

Unlimited Team Member Virtual Training

The AtTask Team Member Virtual Training course is a half-day course that introduces project contributors (end users) to the value of AtTask and instructs them on how to perform their daily work in AtTask.

2-Instructor-led Courses

Instructor-led courses can be attended remotely (through a live virtual classroom accessed via telephone/Internet, proctored by a live instructor) to train power users. Courses follow standard curriculum and can be adjusted by instructor to suit course attendees. Attendees are provided a demo environment to use for course and exercise.

Various training courses can be taken that are specific to user roles. Courses include:

- **AtTask Administrator**
The AtTask Administrator course is a 2-day course. The Administrator course provides the Core Implementation Team with the skills and knowledge necessary to administrator support and maintain. The course covers organizational setup, reporting, interface configuration, internal support systems, data migration, integration overview and other best practices.
- **AtTask Fundamentals**
The AtTask Fundamentals course is a 1-day course. It provides project managers, portfolio managers, system administrators and other business users a general overview of AtTask functionality in preparation for more specific Education courses. The Course introduces the AtTask Project Management Lifecycle system navigation, getting AtTask help and a number of role-specific activities. These include project and task creation, issue management and updating tasks and issues.
- **AtTask Project Management**
The AtTask Project Management is a 2-day course. It provides specific instructions for Project Managers and other individuals who may complete project manager activities. Participants will understand how to complete project initiation, planning and execution activities as introduced in the AtTask Project Management Lifecycle.
- **AtTask Portfolio and Resource Management**
The AtTask Portfolio and Resource Management course is a 1-day course. It provides specific instructions for executives, Portfolio Managers, Resource Managers and other project stake holders to utilize the Enterprise features within AtTask. Participants will

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understand how to complete project selection activities in the Portfolio Optimizer and to prioritize upcoming initiatives through the Capacity Planner.

- **AtTask Reporting Essentials**

The AtTask Reporting Essentials course is a 1-day course that introduces the reporting framework. It is intended for any individual that is responsible for creating basic reports to meet the organization's reporting needs. AtTask Implementation Managers and System Administrators that are directly responsible for supporting the reporting needs of project managers, executives and other resources using AtTask. Project Managers and other experienced users who will be required to provide reports and analyze data should also attend this course. It is suggested that only individuals who have completed the AtTask Fundamentals and/or AtTask Administrator course, register for the AtTask Reporting Essentials course. This course is a prerequisite for the AtTask Intermediate Reporting course.

- **AtTask Intermediate Reporting**

The AtTask Intermediate Reporting course is a 1-day course that introduces more advanced reporting concepts. It is intended for AtTask Implementation Managers and System Administrators responsible for providing reports to other AtTask stakeholders. This course is provided to power users that need to go beyond the limits of the view, filter and grouping builder tools. Only individuals who have completed the AtTask fundamentals course and the AtTask Reporting Essentials course may register for the AtTask Intermediate Reporting course.

- **AtTask Team Member**

The AtTask Team Member is a half-day course. It introduces project collaborators or team members to the value of AtTask and instructs them on how to perform their daily activities in AtTask. Individuals who have not attended one of these courses, because they will not be primary users of AtTask, but whose primary responsibility is to complete business analytics tasks and other data management activities, would benefit from this course.

- **AtTask Advanced Reporting**

The AtTask Advanced Reporting course is a 2-day course. It is intended for AtTask administrators and other experienced users directly responsible for supporting the reporting needs of project managers, executives and other resources using AtTask. It builds on basic reporting concepts presented in the AtTask Reporting. It introduces advanced concepts and report building functionality. Only individuals that have completed the AtTask Reporting course will be allowed to register for this course.

3-Education Subscription Program

The Education Packages provides the opportunity to train all AtTask users with any AtTask Education course, as often as needed. The Education Packages provides ongoing training to build power users throughout the organization, and train new AtTask users as they come on board.

Includes:

- A one-year package
- Unlimited access for your licensed users to attend any course included in your plan

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- Provides a cost-effective way to train all your users, and bring users up to speed on AtTask quickly and efficiently
- Includes Virtual and Regional courses
- The Education Package is based on the number of full licenses purchased. As license count increases, the package price may need to be adjusted in accordance with the full user license bands.

Premium Education Package

The Premium Package includes unlimited access to the Fundamentals, Project Management, Administrator, Portfolio and Resource Management, and all Reporting Courses.

(For more information: <http://www.attask.com/education>)

Note: the Subscription Education Program applies to the full State implementation and cannot be purchased by individual agencies. Agencies with interest need to coordinate with the Project Success Center (see contact information below).

Unlimited Access

Fundamentals	✓
Project Management	✓
Administrator	✓
Reporting Essentials	✓
Portfolio Resource Management	✓
Intermediate Reporting	✓
Advanced Reporting	✓

Training specific Terms and Conditions:

All Subscription Education purchased under this Service Attachment expire twelve (12) months from the date of purchase (the date of execution of the State's Ordering System Order date) and, except for a purchased Education Subscription as described in the Training Program section above, all Education Services purchased as **individual courses expire six (6) months** from the date of execution of the State's Ordering System Order date. All Education Services require a five (5) business day cancellation notice in writing to cancel or reschedule a confirmed course enrollment.

Training Cost

AtTask Education Individual Course pricing:

AtTask Administrator Course	SP-RC-01	\$750
AtTask Fundamentals Course	SP-RC-02	\$250
AtTask Reporting Essentials	SP-RC-09	\$375
AtTask Reporting Intermediate	SP-RC-10	\$375
AtTask Advanced Reporting	SP-RC-06	\$750
AtTask Portfolio & Resource Management	SP-RC-07	\$375
AtTask Project Management	SP-RC-08	\$750

Individual courses expire six months from date of purchase.

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Education Subscriptions:

Number of Licenses	Premium Price 24
10-15	\$4,500
16-24	\$6,720
25-29	\$9,750
50-99	\$16,500
100-249	\$27,000
250-499	\$37,500
500-1000	\$45,000
>1000	\$60,000

Subscription training is applicable for full users for the Term (one-year).

SUPPORT

The State of Ohio DAS has selected the AtTask Silver Support for the current term. Project Success Center is responsible for selecting and managing the support agreement with At Task. For more information contact Project Success Center (see contact information below).

External Help Desk

The AtTask External Help Desk is the new solution for reporting and tracking issues with Customer Support. It includes the ability to enter new issues and track status changes and any updates regarding logged issues. Two users are recommended from each AtTask customer as the primary Core Team members to be registered with AtTask's new help desk. Best practices approach would recommend the end users within the organization report issues through the Core Team to Customer Support. The External Help Desk is accessed through the AtTask Community Portal.

DAS Project Success Center will identify the two state people who interact with At Task help desk. To obtain information on the use of At Task within the state solution, contact Project Success Center (see contact information below).

Phone Help Desk Support

The Phone Support option allows users to call Customer Support representatives and receive assistance over the phone. All issues logged over the phone will also be accessible on the External Help Desk. The two Core Team members will be authorized to call in issues to the phone support based on support level.

DAS Project Success Center will identify the two state people who interact with At Task help desk. To obtain information on the use of At Task within the state solution, contact Project Success Center (see contact information below).

Beta Test Program

The AtTask beta program allows Subscribing Entities to connect to a separate instance of AtTask with their data and test out processes and workflows with new versions. The server is also available to test any API integrations that Subscribing Entity uses before an update is made to the production system. An in-depth explanation about the beta program can be found on the

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Community Portal.

Offsite Consulting Hours

Offsite consulting hours allow you to access phone based consulting with one of AtTask's Consultants. These hours can be used for items such as creating custom reports, training on some of the features, etc. These hours will be scheduled by contacting Customer Support.

Dedicated Support Representative

A dedicated support representative will be assigned with the Platinum Support Package only. A dedicated AtTask Customer Support Representative will be assigned to the account to manage all logged issues. This plan includes bi-weekly status calls with the account Core Team and the representative to ensure that issues are prioritized and managed to a reasonable resolution.

Support fees relate to the number of Full User licenses as set forth above; Subscribing Entities electing to use a shared instance of AtTask may share a single Support program, but any Subscribing Entities requesting a segregated instance must purchase Support separately.

AtTask is committed to making the AtTask implementation a success. To ensure success, AtTask offers four customer support plans with various services.

Services	Basic	Silver	Gold	Platinum
External Help Desk	✓	✓	✓	✓
Community Portal	✓	✓	✓	✓
E-Library	✓	✓	✓	✓
Unlimited Team Member Virtual Training	✓	✓	✓	✓
Beta Test Program		✓	✓	✓
Phone Help Desk Support		✓	✓	✓
Offsite Consulting (25 Hours)		✓		
Offsite Consulting (50 Hours)			✓	
Offsite Consulting (100 Hours)				✓
Dedicated Support Person				✓

Pricing Model	Basic	Silver	Gold	Platinum
< 50 Users	Free	\$3,750		
50-99 Users	Free	\$4,975	\$9,950	
100-249 Users	Free	\$8,500	\$16,200	\$26,150
250-499 Users	Free	\$13,975	\$24,950	\$39,900
500-1000 Users	Free	\$24,500	\$40,000	\$65,000
> 1000 Users	Free	\$42,500	\$65,000	\$110,000

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CONTACT INFORMATION

<u>Project Success Center</u>	<u>At Task</u>	<u>At Task</u>
Manager: <u>Mark Shell</u> <u>Mark.Shell@OIT.Ohio.gov</u> <u>D 614-644-9353</u> <u>C 614-315-4274</u>	<u>Jerry Hyde</u> <u>Jerry.Hyde@attask.com</u> <u>801-477-9576</u>	<u>David Randle</u> <u>DavidRandle@attask.com</u> <u>801-477-9518</u>

SERVICE SPECIFIC TERMS AND CONDITIONS

All Consulting Services purchased under this Service Attachment expire twelve (12) months from the date of purchase (date of execution of the State's Ordering System order date) and, except for a purchased Education Subscription as described in the Training Program section above, all Education Services purchased as individual courses expire six (6) months from the date of purchase. All Education Services require a five (5) business day cancellation notice in writing to cancel or reschedule a confirmed course enrollment. All prices for Services are subject to change, and any Discounts on Services constitute a one-time offer that may not be available for future purchases of Services; any such change must be pursuant to an amendment to this Service Attachment executed by the parties.

Team Member Licenses will be purchased under the State's Ordering System and the defined scope of the Team Member License will not be diminished during the term of this Service Attachment; however, the Team Member License may temporarily include administrative, setup, and project-management level capabilities not specified in the defined scope of the Team Member License, and any such functions may be removed by AtTask with limited notice.

Confidentiality

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

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

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

- (1) was already in the possession of the Receiving Party without an obligation of confidence;
- (2) is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) except as provided in the next paragraph, is or becomes publicly available without a breach of this Agreement;
- (4) is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) is released under a valid order of a court or governmental agency, provided that the Receiving Party:

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

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things, is nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Agreement. Therefore, item (3) in the preceding paragraph does not apply, and the Service Provider must treat such information as Confidential Information whether it is available elsewhere or not.

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

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

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

Public Records Requests

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

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Handling of Subscribing Entity Data

“Subscribing Entity Data” is any information, data, files, or software that a Subscribing Entity uses or stores on or in conjunction with the Services, including but not limited to Generated Files. The Service Provider must use due diligence to ensure computer and telecommunications systems and Services involved in storing, using, or transmitting Subscribing Entity Data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Service Provider must comply with all applicable National Institute of Standards and Technology (“NIST”) standards for [Moderate Impact] systems and:

- (1) Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Agreement.
- (2) Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
- (3) Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
- (4) Maintain appropriate identification and authentication process for information systems and services associated with Subscribing Entity Data.
- (5) Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with Subscribing Entity Data.
- (6) Implement and manage security audit logging on information systems, including computers and network devices.

The Service Provider must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold Subscribing Entity Data, limiting access to only these points, and disabling all others. To do this, the Service Provider must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Service Provider must use two-factor authentication to limit access to systems that contain Subscribing Entity Data.

Unless a Subscribing Entity instructs the Service Provider otherwise in writing, the Service Provider must assume all Subscribing Entity Data is both confidential and critical for Subscribing Entity operations, and the Service Provider’s security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Service Provider’s protection and control of access to and use of data, the Service Provider must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access Subscribing Entity Data, as well as attacks on the Service Provider’s infrastructure associated with Subscribing Entity Data. Further, the Service Provider must monitor and appropriately address information from its system tools used to prevent and

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detect unauthorized access to and attacks on the infrastructure associated with Subscribing Entity Data.

The Service Provider must use appropriate measures to ensure that Subscribing Entity Data is secure before transferring control of any systems or media on which Subscribing Entity Data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Service Provider's obligations under this Agreement.

The Service Provider must have a business continuity plan in place. The Service Provider must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Service Provider maintains Subscribing Entity Data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with Subscribing Entity Data in the case of a disaster or other business interruption. The Service Provider's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to Subscribing Entity Data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Service Provider also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Service Provider may not allow Subscribing Entity Data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Agreement properly. Even then, the Service Provider may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, Subscribing Entity Data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Service Provider also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the NIST standards identified above.

The Service Provider must have reporting requirements for lost or stolen portable computing devices authorized for use with Subscribing Entity Data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Service Provider also must maintain an incident response capability for all security breaches involving Subscribing Entity Data whether involving mobile devices or media or not. The Service Provider must detail this capability in a written policy that defines procedures for how the Service Provider will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access Subscribing Entity Data or the infrastructure associated with Subscribing Entity Data.

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In case of an actual security breach that may have compromised Subscribing Entity Data, including but not limited to loss or theft of devices or media, the Service Provider must notify the Subscribing Entity in writing of the breach within 24 hours of the Service Provider becoming aware of the breach, and fully cooperate with the Subscribing Entity to mitigate the consequences of such a breach. This includes any use or disclosure of the Subscribing Entity Data that is inconsistent with the terms of this Agreement and of which the Service Provider becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Agreement by an employee, agent, or subcontractor of the Service Provider.

The Service Provider must give affected Subscribing Entities full access to the details of the breach and assist each Subscribing Entity in making any notifications to potentially affected people and organizations that the affected Subscribing Entities deem are necessary or appropriate. The Service Provider must document all such incidents, including its response to them, and make that documentation available to the affected Subscribing Entities on request. In addition to any other liability under this Agreement related to the Service Provider's improper disclosure of Subscribing Entity Data, and regardless of any limitation on liability of any kind in this Agreement, the Service Provider will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Service Provider's possession. Such identity theft protection must be reasonably acceptable to the State.

All Subscribing Entity Data will remain the property of the Subscribing Entity. The Service Provider must ensure that the Subscribing Entity retains access and download capability for purposes of retrieving its data for research, investigation, transfer, or migration to other systems.

All Subscribing Entity Data at rest in systems supporting the Service Provider's Services must reside within the contiguous United States with a minimum of two data center facilities at two different and distant geographic locations and be handled in accordance with the requirements of this section at all Service Provider locations.

Disentanglement Service

On termination, in whole or in part, or expiration of an Order for any reason, the Service Provider will perform disentanglement Services if requested by Subscribing Entity to transition responsibility for any affected Services to another service provider or to Subscribing Entity itself ("Disentanglement Services"). Such Disentanglement Services will be provided at the rates specified in the applicable Service Attachment.

On request, the Service Provider will immediately provide a quote for such Disentanglement Services based on the rate(s) in the pricing table listed in 5.4, of this Service Attachment. Upon issuance of an Order for the Disentanglement Services, the Service Provider will immediately begin providing necessary and appropriate assistance to allow the Services to continue without interruption and to facilitate the transfer of the Services to the ordering Subscribing Entity or its designee ("Successor").

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The Service Provider will provide the Disentanglement Services so that minimized risk and maximized predictability are afforded to the Subscribing Entity. This includes at a minimum all efforts necessary for knowledge transfer to the succeeding supplier (or to the Subscribing Entity's internal resources), upon the Subscribing Entity's request and issuance of an Order for the Disentanglement Services.

All documents, processes, programs, and other tangible materials created by the Service Provider at any time during an Order or otherwise pursuant to the relationship will be the sole property of the applicable Subscribing Entity and must be delivered to the Subscribing Entity as well.

The Service Provider will assist the Subscribing Entity or the designated Successor in developing a plan that will specify the tasks to be performed by the parties during disentanglement and the schedule for the performance of such tasks. The plan will be developed, implemented, and concluded with full disentanglement with all due speed, not to exceed 90 days.

The Service Provider will participate in all disentanglement meetings as reasonably requested by the Subscribing Entity.

The Service Provider must return all of the Subscribing Entity's Data to the Subscribing Entity in accordance with the requirements of the previous section.

The Service Provider will take part in parallel operations and continue to perform the Service alongside resources supplied by the designated Successor or, as the case may be, the Subscribing Entity.

Additionally, the Service Provider will provide knowledge transfer for all incoming personnel who will assume responsibility for the Services after termination or expiration of this Agreement, and the Service Provider will cooperate with all third parties in the Subscribing Entity IT Environment during disentanglement.

The Service Provider's personnel appropriate for knowledge transfer will be dedicated to the Subscribing Entity for the duration of the disentanglement and thereafter for up to 12 months, if the Subscribing Entity requests.

The Service Provider also will provide the Subscribing Entity all information and documentation available regarding service delivery methods, processes, and issues related to the Subscribing Entity's use of the Service.

To the extent reasonably necessary to facilitate a smooth disentanglement, the Service Provider will provide the Subscribing Entity and any designated Successor, in writing, any applicable policies, practices, standards, processes, procedures, architectures, operating procedures, technical documentation and other documentation relating to the affected Services, and necessary access to the systems and locations from which the affected Services were provided.

The Service Provider will turn over any tools, software, equipment, and other materials owned by the Subscribing Entity, if any.

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All Disentanglement Services will be performed as expediently and efficiently as reasonably possible to facilitate a timely, cost effective, and organized disentanglement.

If necessary to complete the disentanglement and requested in writing by the Subscribing Entity, the Service Provider will continue to provide the Service for which the applicable Order has expired or terminated on a month to month basis in exchange for a monthly fee equal to the monthly cost to the Subscribing Entity of the Service under the applicable expired or terminated Order.

Consulting Services Terms and Conditions

All Consulting Services purchased under this Service Attachment expire twelve (12) months from the date of purchase (date of execution of the State's Ordering System order date) and, except for a purchased Education Subscription as described in the Training Program section above, all Education Services purchased as individual courses expire six (6) months from the date of purchase. All Education Services require a five (5) business day cancellation notice in writing to cancel or reschedule a confirmed course enrollment. All prices for Services are subject to change, and any Discounts on Services constitute a one-time offer that may not be available for future purchases of Services; any such change must be pursuant to an amendment to this Service Attachment executed by the parties.

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

SIGNATURE PAGE TO FOLLOW

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ATTASK, INC.

STATE OF OHIO,
DEPARTMENT OF
ADMINISTRATIVE
SERVICES



Signature



Signature

NATHAN JENNINGS

Printed Name

Robert Blain / STUART R. DAVIDS

Printed Name

CORPORATE COUNSEL

Title

Director / Asst. Dir. / State CIO

Title

8/15/2012

Date

8/30/12

Effective Date

87-0666895

Federal Tax ID