Commonwealth of Pennsylvania
Software License Requirements
Contract # 4400007199
Autonomy Software
COMMONWEALTH OF PENNSYLVANIA
SOFTWARE LICENSE REQUIREMENTS

This Appendix shall be attached to and made a material part of Software Publisher’s Software License Agreement (collectively the “Agreement”) between Licensor and the Commonwealth of Pennsylvania (“Commonwealth”). The terms and conditions of this Appendix shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher’s Software License Agreement.

1. Enterprise Language: The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a “Commonwealth Agency” as defined by the Commonwealth Procurement Code, 62 Pa.C.S. § 103, the terms and conditions of this Agreement apply to any purchase of products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software.

2. Choice of Law/Venue: This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

3. Indemnification: The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth’s acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth’s rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.

4. Patent, Copyright, Trademark, and Trade Secret Protection:
   a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the “Claim”), including all licensed products provided by the Licensor. For the purposes of this Agreement, “indemnify and hold harmless” shall mean the Licensor’s specific, exclusive, and limited obligation to (a) pay any
judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney’s fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act 71 P.S. § 732-101, et seq., the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the Commonwealth’s consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor’s authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys’ fees, if such are made necessary by the Licensor’s request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor’s obligation under this section ceases. If OAG does not delegate the right of defense to Licensor, upon written request from the OAG, the Licensor will, in its sole reasonable discretion, cooperate with OAG in its defense of the suit.

b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.

c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor’s
expense, but the responsibility for such expense shall be only that within the 
Licensor’s written authorization.

d) If, in the Licensor’s opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor’s obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor’s option and expense, obtain the rights for the Commonwealth to continue the use of such licensed products.

e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.

f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the Commonwealth the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.

g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.

h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:

(1) modification of any licensed products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;

(2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;

(3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy’s under (e) or (f) above;

(4) use of the licensed products in other than its specified operating environment;

(5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
(6) infringement of a non-Licensor product alone;

(7) the Commonwealth’s use of the licensed product beyond the scope contemplated by the Agreement; or

(8) the Commonwealth’s failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.

i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Licensor’s sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. **Virus, Malicious, Mischievous or Destructive Programming:** Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a “Virus”).

The Commonwealth’s exclusive remedy, and Licensor’s sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth’s most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commonwealth in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth’s data arising from the failure of the licensed products to conform to the warranty stated above.

6. **Limitation of Liability:** The Licensor’s liability to the Commonwealth under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) $250,000. This limitation does not apply to damages for:

(1) bodily injury;
(2) death;
(3) intentional injury;
(4) damage to real property or tangible personal property for which the Licensor is legally liable; or
(5) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. Termination:

a) Licensor may not terminate this Agreement for non-payment.

b) The Commonwealth may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth.

8. Background Checks: Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the Commonwealth's IT facilities. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at http://www.portal.state.pa.us/portal/server.pt?open=512&objID=44511&PageID=458621&level=2&css=l.2&mode=2. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the Commonwealth.

9. Confidentiality: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information.

10. Publicity/Advertainment: The Licensor must obtain Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement,
endorsement, or any other type of publicity. This includes the use of any trademark or logo.

11. **Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent on the Agreement represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.

Software Publisher acknowledges and agrees the terms and conditions of this Appendix shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Software Publisher’s Software License Agreement.

IN WITNESS WHEREOF, Software Publisher has executed and approved this Appendix to Software Publisher’s Software License Agreement on the date indicated below.

![Signature Image]

Software Publisher

Witness

Printed Name

Title

Michael J. McCarthy

Witness

Printed Name

Title

Oct 23, 2018

Date

Rev 3.18.10

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Attachment 1

LIST OF LICENSED PRODUCTS AND FEES

The following information may be revised upon mutual agreement of the Commonwealth and the Licensor on a semiannual basis.

A. Licensed Product:

The Licensed Products available for purchase are set forth in Exhibit A to this Attachment 1.

For all fees paid by the Licensee, Licensor acknowledges the License Fee will be paid to Licensor by the Software Reseller contracted by the Commonwealth of Pennsylvania. Fees are listed in the “Services and Pricing Tables” attached to this Agreement.

The Licensed Products shall be subject to the terms and conditions of the Autonomy, Inc. End User License Agreement terms and conditions located at http://www.autonomy.com/content/EULA.

B. Installation and Configuration Fees (if applicable):

No installation and configuration are included with the License Fee.

The License Fee includes the following (e.g. installation, configuration services, project management support):

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Additional hours may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

C. Services Included in License Fee(s) (if applicable):

No services are included in the License Fees.

The License Fee includes the following services:

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Additional services may be purchased in accordance with Licensor’s current Price List for such services and/or rate card set forth in the “Services and Pricing Tables”.

D. Maintenance and Support Fees:

Subject to Licensee’s payment of the Maintenance and Support Fees, Licensor will make the following Maintenance & Support Services available to the Licensee:
Standard Maintenance and Support Services.

Under Standard Maintenance and Support Services (as defined below), the Licensee shall receive support by phone, email, or if necessary site visits. If site visits are deemed necessary travel must be in accordance with the Management Directive 230.10 only at the discretion of the agency. This Management Directive can be found by copying the following link into your internet browser:


The billable hours will begin in accordance with the established rate card as specified in the “Services and Pricing Tables”.

Licensee may request that a Licensor technician install the updates, either on-site, or remotely, in which case, such support shall be offered to Licensee on a time and materials basis at the rates set forth in the “Services and Pricing Tables”.

Licensee may, at its option, allow Licensor technical staff to log into the Licensee’s system remotely in order to install Updates or to resolve technical problems.

E. Renewal of Support Services/Software Maintenance

Standard Maintenance and Support Services shall begin on the date of delivery of the Software and shall end one (1) year thereafter (‘Initial Support Term”). The Licensee may renew the Standard Maintenance and Support Services set forth in this Appendix, including Standard Maintenance and Support and Enhanced Maintenance and Support (if applicable), by paying an Annual Support Services Renewal Fee each year subsequent to the Initial Support Term. The Annual Support Services Renewal Fee shall be due within thirty (30) days of the Annual Support Services Renewal Date and Licensee’s receipt of a proper invoice. The Annual Support Services Renewal Date shall be the same day each year. The Support Services Renewal Fee for the first year following the Initial Support Term shall be determined as follows:


The cost for renewals of Standard Maintenance and Support Services and Enhanced Maintenance and Support Services, if applicable, beyond the first year following the Initial Support Term shall be calculated based on the original License Costs to the Commonwealth. The Annual Software Maintenance Costs will remain fixed for a period of five (5) years.
Enhanced Support and Maintenance Fees are described in Section 2 of this document.

F. Contacts and Support Service Levels

Licensor shall make several contacts available to the Licensee in three ways, as follows:
(Note: This information may be updated as necessary to accommodate organizational changes)

Primary Technical Contact:
Primary Number:
Secondary Number:
Primary email:

Secondary Technical Contact:
Primary Number:
Secondary Number:
Primary email:

Lead Account Contact:
Primary Number:
Secondary Number:
Primary email:

Secondary Account Contact:
Primary Number:
Secondary Number:
Primary email:

SECTION 2: Summary of Enhanced Maintenance and Support:

Standard Maintenance and Support Services shall be provided in accordance with Autonomy's standard terms of support as set forth at http://www.autonomy.com/content/MaintenanceandSupport/TermsAndConditions.html ("Maintenance and Support Terms").

Pricing will be accordance with the established schedule as specified in the "Service and Pricing Tables".
Service Level Agreement
(if applicable)
Provided the Licensee maintains and supplies remote access capability to Licensor’s system, Licensor will use commercially reasonable efforts to correct and/or provide a work-around for any software error, or hardware error if Licensor-provided hardware, reported by Licensee in accordance with the priority level reasonably assigned to such error by Licensee and in accordance with the Maintenance and Support Terms.
Service and Pricing Tables

To be provided upon request.
Exhibit A
Licensed Products

Autonomy Records Manager:
- Server License for Windows
- Remote Content Server for Windows
- Non-Production Use Server License
- Client Access License
- Internet Access License
- Developer License
- Replication License
- Document Capture (licensed upon the # of Documents)

IDOL Server
IDOL connectors
ControlPoint
Supervisor
Digital Safe
EAS
Legal Hold
Investigator and ECA
WorkSite
TeamSite
LiveSite
Virage MediaBin
OpenDeploy

The Licensed Products hereunder may be revised by Licensor from time to time. The Licensed Products are available only if generally available to Licensor's commercial customers.