

**OKLAHOMA CONTRACT
FOR PRODUCTS AND RELATED SERVICES**

INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM)

This Oklahoma Contract for Products and Related Services (this “Agreement”) is entered into by and between the State of Oklahoma by and through the Office of Management and Enterprise Services (the “State of Oklahoma” or “Oklahoma”) and International Business Machines Corporation (“IBM” or “Contractor” or “Vendor”), effective as of July , 2018. Oklahoma and Contractor are sometimes collectively referred to herein as the “Parties.”

RECITALS

- A. Oklahoma and the Texas Department of Information Resources (“DIR”) have entered into that certain Interlocal Procurement Participation Agreement, dated June 13, 2014, as amended and restated by that certain Revision No. Three to Interlocal Procurement Participation Agreement, dated June 30, 2017 (as amended and restated, the “IPPA”).
- B. Pursuant to the IPPA, certain DIR cooperative contracts may be utilized for procurement transactions of State of Oklahoma agencies and affiliates (each a “Customer”).
- C. On May 10, 2018, DIR and Contractor entered into that certain Contract for Products and Related Services, a DIR cooperative contract also known as DIR Contract No. DIR-TSO-3996 (as amended from time to time, and, for the avoidance of doubt, inclusive of all Appendices thereto, the “DIR Contract”).
- D. Oklahoma desires to procure, purchase, or lease, as the case may be, from Contractor, and Contractor desires to provide, sell, or lease, as the case may be, to Oklahoma, certain products and services under the DIR Contract, each on a non-exclusive basis.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope.

The DIR Contract is incorporated herein by reference and made a part hereof. In connection with such incorporation by reference, the term “Contract” in the DIR Contract shall be interpreted to mean this Agreement unless the context clearly dictates otherwise. Pursuant to Section IV(B)(5) of the IPPA, the Parties agree to modify the terms and conditions of the DIR Contract as set forth in the sections that follow (such modifications shall apply only to procurement transactions of Oklahoma Customers under the IPPA and do not apply to DIR or DIR Customers other than State of Oklahoma state agencies and affiliates). With respect to

Oklahoma Customers, references to DIR Contract No. DIR-TSO-3996 in any and all contract documents shall mean DIR Contract No. DIR-TSO-3996 as modified.

The scope of this Agreement does not include Cloud Services (as set forth in DIR-TSO-3996 Appendix E Cloud Services Agreement).

1.5 Section 1. Introduction, C. Order of Precedence is revised to add the following sentence at the end of Section C:

With respect to transactions entered into pursuant to this Agreement, the terms of this Agreement take precedence over terms of any other DIR-TSO-3996 contract document for acquisitions by Oklahoma based Customers to the extent modified.

2. DIR Contract, Section 6. Notification, is hereby modified to add the following:

If sent to the State of Oklahoma:

James L. Reese, II
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

OMES-IS Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

3. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Service Contracts are as follows:

a. Section 3, Definitions, A. Customer is hereby replaced in its entirety with the following provision:

The defined term “Customer” shall include the State of Oklahoma and any governmental entity specified as a political subdivision of the state pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee department or other entity designated to act in behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contracts awarded by the state via a multistate or multi-governmental contract.

b. Section 3, Definitions, is hereby modified to add the following provision:

Acquisition - Items, products, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

c. Section 4, General Provisions, A. Entire Agreement is hereby replaced in its entirety with the following:

The Agreement, any Statement of Work issued pursuant to this Agreement, and the DIR Contract, including all Appendices and Exhibits, as modified and/or adopted into the Agreement, constitute the entire agreement between an Oklahoma Customer and Contractor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Agreement, any Statement of Work issued pursuant to the Agreement or the DIR Contract as modified and/or adopted into the Agreement, Appendices, or its Exhibits shall be binding or valid.

d. Section 4, General Provisions, B. Modification of Contract Terms and/or Amendments is hereby replaced in its entirety with the following:

1) The terms and conditions of the Agreement shall govern all transactions by Customers under the Agreement. The Agreement may only be modified or amended upon mutual written agreement of Vendor and the State of Oklahoma.

2) Customers shall not have the authority to modify the terms of the Agreement; however, additional Customer terms and conditions that do not conflict with the Agreement and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Agreement. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Agreement, the Agreement term shall control.

3) Customers and vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Agreement with Vendor.

e. Section 4, General Provisions, C. Invalid Term or Condition is hereby replaced in its entirety with the following provisions:

1) To the extent any term or condition in the Agreement conflicts with an applicable Oklahoma and/or United States law or regulation, such Agreement term or condition is void and unenforceable. By executing a contract that contains such conflicting term or condition, the State of Oklahoma makes no representation or warranty regarding the enforceability of such term or condition, and the State of Oklahoma does not waive the applicable Oklahoma and/or United States law or regulation that conflicts with the Agreement term or condition.

2) If one or more term or condition in the Agreement, or application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in

any respect by a final judgment or order of a court of competent jurisdiction with respect to procurement transactions for Customers, the remainder of the Agreement and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

- f. Section 4, General Provisions, D. Assignment, references to the “DIR” are hereby replaced with “the State of Oklahoma and Oklahoma Customers” and references to “Texas” are hereby replaced with “Oklahoma”. This section is hereby modified to add the following provision:**

Should Vendor assign its rights to payment, in whole or in part, under the Agreement, Vendor shall provide the State of Oklahoma and all affected Customers with written notice of the assignment. Such written notice shall contain details sufficient for the State of Oklahoma and affected Customers to perform its payment obligations without any delay caused by the assignment.

- g. Section 4, General Provisions, F. Choice of Law is hereby replaced in its entirety with the following provision:**

Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of this Agreement shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the Agreement, shall be in Oklahoma County, Oklahoma.

- h. Section 4, General Provisions, G. Limitation of Authority is hereby replaced in its entirety with the following provision:**

Vendor shall have no authority to act for or on behalf of Customers or the State of Oklahoma, except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Customers or the State of Oklahoma.

- i. Section 6, Product Terms and Conditions is hereby replaced in its entirety with the following provision:**

Oklahoma Information Technology Accessibility Standards

Vendor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable to Vendor as the provider of information technology products and services under the Agreement, including but not limited to Oklahoma Information Technology Accessibility Standards (“Standards”) set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. If

products furnished by Vendor do not require additional development or customization, Contractor shall, upon request, but not later than thirty (30) calendar days after the State of Oklahoma's request, provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL <https://able.ibm.com/request/> linking to the VPAT. If the products will require development or customization, the Vendor shall provide a VPAT describing such compliance without additional request by the applicable Oklahoma Customer. In such case, additional requirements and documentation may be required and compliance therewith shall be required of Vendor. Such requirements may be stated in appropriate documents, including, but not limited to, state bids, requests for proposals, statements of work, riders, agreements, purchase orders and amendments. Accordingly, in each statement of work or similar document issued pursuant to this Agreement, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

Vendor acknowledges and agrees that all representations contained in the VPAT provided by the Vendor will be relied upon by the Oklahoma Customer for accessibility-compliance purposes.

- j. Section 7, Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, shall be deleted in its entirety.**
- k. Section 7, Contract Fulfillment and Promotion, F. DIR Logo, is hereby modified to add the following provision:**

The utilization of this Agreement by Oklahoma Customer is not in any way an endorsement by the Oklahoma Customer of Vendor or the products or services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the Oklahoma Customer all advertising, sales promotion, and other publicity matters relating to this Agreement wherein the Oklahoma Customer's name is mentioned or language used from which the connection of the Oklahoma Customer's name therewith may, in the Oklahoma Customer's sole judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Agreement without obtaining the prior written approval of the Oklahoma Customer.

- l. Section 7, Contract Fulfillment and Promotion, G. Vendor and Order Fulfiler Logo, references to the "DIR" are hereby replaced with "the State of Oklahoma and Oklahoma Customers".**

- m. Section 7, Contract Fulfillment and Promotion, H. Trade Show Participation, references to the “DIR” are hereby replaced with “the State of Oklahoma and Oklahoma Customers”.**
- n. Section 7, Contract Fulfillment and Promotion, I. Orientation Meeting, is hereby deleted in its entirety.**
- o. Section 7, Contract Fulfillment and Promotion, J. Performance Review Meetings is hereby modified to add the following provision:**

The State of Oklahoma reserves the right, but shall have no obligation, to require the Vendor to attend periodic meetings to review the Vendor’s performance under the Agreement with respect to Oklahoma transactions.

- p. Section 7, Contract Fulfillment and Promotion, K. DIR Cost Avoidance, is hereby replaced in its entirety with the following:**

As part of the performance measures reported to state leadership, the State of Oklahoma and Oklahoma Customers must provide the cost avoidance the state has achieved through the Contract. Upon request by the State of Oklahoma and Oklahoma Customers, on an annual basis, Vendor shall provide the State of Oklahoma and such Oklahoma Customers with a detailed report of a representative sample of products sold or leased under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

- q. Section 8, Pricing, Purchase Orders, Invoices, and Payments, E. Tax-Exempt is hereby replaced in its entirety with the following:**

Pursuant to Section 6.A. of the Oklahoma Constitution and 68 O.S. §§ 1404, 1352, and 1356, Oklahoma Customers under this Agreement that are Oklahoma state agencies are exempt from the assessment of state sales, use and excise taxes. Further, such Oklahoma Customers and Oklahoma Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes, 26 U.S.C. Sections 4253(i). Oklahoma Customers will provide Contractor with a tax exemption certificate upon request.

- r. Section 8, Pricing, Purchase Orders, Invoices, and Payments, F. Travel Expense Reimbursement is hereby replaced in its entirety with the following:**

In accordance with 74 O.S. § 85.40, all travel and living expenses to be incurred by Vendor in performance of Services under this Agreement shall be included in the Services hourly rates shown in the Oklahoma IBM Hourly Rate Services table.

- s. **Section 8, Pricing, Purchase Orders, Invoices, and Payments, H. Purchase Orders is hereby modified to delete the second paragraph in its entirety.**
- t. **Section 8, Pricing, Purchase Orders, Invoices, and Payments, I. Invoices, the section is modified to delete references to compliance with Chapter 2251, Texas Government Code.**
- u. **Section 8, Pricing, Purchase Orders, Invoices, and Payments, J. Payments is hereby replaced in its entirety with the following:**

As applicable, the parties shall comply with applicable Oklahoma law in invoicing and making payments. Payments for goods and services are due upon receipt of a proper invoice, and payable thirty (30) days after receipt of a proper invoice; however, Vendor agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days shall not constitute default hereunder nor entitle Vendor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law. Payment made under the Agreement shall not foreclose the right to recover wrongful payments.

- v. **Section 9, Contract Administration, B. Reporting and Administrative Fees, is hereby modified to add the following provision:**

For Oklahoma Customers, Vendor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. Each “Contract Usage Report” shall include the following: (i) the applicable state contract number, (ii) report amount(s), (iii) reporting period covered, and (iv) the applicable state agency name(s). Contract Usage Reports shall also include usage of the Agreement by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Agreement with respect to Oklahoma Customers.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly, regardless of whether this Contract has been used during the applicable quarterly reporting period.
- c) Must be submitted within forty five (45) calendar days of the end of each quarterly reporting period.
- d) Quarterly reporting periods shall be as follows:
 - January 01 through March 31 – State of Oklahoma Quarter 3
 - April 01 through June 30 – State of Oklahoma Quarter 4
 - July 01 through September 30 – State of Oklahoma Quarter 1
 - October 01 through December 31 – State of Oklahoma Quarter 2

All Contract Usage Reports shall be delivered electronically (format: .xls) to:

E-mail: strategic.sourcing@omes.ok.gov

This provision requirement does not replace Vendor's responsibility to report to DIR as per Section 9.B. of DIR-TSO-3996.

- w. **Section 9, Contract Administration, C. Records and Audit, is hereby modified to reflect that references to "State Auditor's Office" shall mean and refer to the Oklahoma State Auditor's Office and the fourth sentence of subsection 1) is hereby replaced in its entirety with the following:**

A Vendor that is the subject of an audit or investigation by the State of Oklahoma's Auditor's Office must provide the Auditor's Office with access to any invoice, statement of work, or purchase order records or other such information the Auditor's Office considers relevant to the investigation or audit. The records may be provided electronically, and the state agrees that in absence of fraud, the state may audit no more than once per year.

- x. **Section 9, Contract Administration, C. Records and Audit, subsection 2) is hereby replaced in its entirety with the following:**

As used in this clause, "records" includes an invoice, statement of work, purchase order records or such other documents related to this Agreement and kept by Contractor in the ordinary course of business, regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with an Oklahoma Customer, Vendor agrees any pertinent state or federal agency shall have the right to examine and audit all such records relevant to execution and performance of this Agreement.

Vendor is required to retain records relative to this Agreement and kept in the ordinary course of business for the duration of this Agreement and for a period of seven (7) years following completion and/or termination of this Agreement. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues related to or arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

- y. **Section 9, Contract Administration, C. Records and Audit, subsection 3) is hereby modified to reflect that any and all references to "DIR" shall mean and refer to the "State of Oklahoma"**
- z. **Section 9, Contract Administration, C. Records and Audit, subsection 4) is hereby deleted in its entirety.**
- aa. **Section 10, Vendor Responsibilities, A. Indemnification, 1) INDEPENDENT CONTRACTOR is hereby modified to reflect that references to the "State of Texas" shall mean and refer to the "State of Oklahoma".**

- bb. Section 10, Vendor Responsibilities, A. Indemnification, 2) ACTS OR OMISSIONS is hereby modified to reflect that any and all references to “State of Texas” shall mean and refer to “State of Oklahoma”, and any and all references to “TEXAS” shall mean and refer to “OKLAHOMA”.**
- cc. Section 10, Vendor Responsibilities, A. Indemnification, 3) INFRINGEMENTS is hereby modified to reflect that any and all references to “State of Texas” shall mean and refer to “State of Oklahoma”, and any and all references to “TEXAS” shall mean and refer to “OKLAHOMA”.**
- dd. Section 10, Vendor Responsibilities, B. Taxes/Worker's Compensation/ UNEMPLOYMENT INSURANCE, subsection 2) is hereby modified to reflect that any and all references to “STATE OF TEXAS” shall mean and refer to “STATE OF OKLAHOMA”, and any and all references to “TEXAS” shall mean and refer to “OKLAHOMA”.**
- ee. Section 10, Vendor Responsibilities, C. Vendor Certifications is hereby modified to add the following provision:**

For Oklahoma-based transactions and Customers, in connection with its performance of obligations under the terms of the Agreement, Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Vendor’s delivery of products and/or services under the Agreement and impose obligations upon Vendor in its role as an information technology products and services provider, including, but not limited to, the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375; and
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.

Without limiting the generality of the foregoing, Vendor shall, at all times during the term of this Contract, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise and/or other business-tax payments to the State of Oklahoma, as applicable.

ff. Section 10, Vendor Responsibilities, D. Ability to Conduct Business in Texas is hereby replaced in its entirety with the following:

Vendor and its subcontractors shall be authorized and validly existing under the laws of their state of organization, and shall be authorized to do business in the State of Oklahoma.

gg. Section 10, Vendor Responsibilities, F. Use of Subcontractors is hereby replaced in its entirety with the following:

If the Vendor is permitted to utilize subcontractors in support of the Agreement, the Vendor shall remain solely responsible for its obligations under the terms of the Agreement.

The following descriptions are provided for informational purposes only.

Vendor Standard Services means single offerings to multiple Vendor clients (Hardware Maintenance, Software Support, Technical Support Services (TSS), etc.) including the pre-set configuration options on standard terms (the Customer Relationship Agreement (CRA), and International Passport Advantage Agreement (IPAA)).

Vendor Custom Services means any service that is individually provided to a Vendor client and that is customized for the specific client, such as Global Business Services, Global Technology Services (excluding TSS), Lab Services, and Strategic Outsourcing.

The following three sub-sections 1) through 3) shall solely apply to Vendor Custom Services.

- 1) Any proposed subcontractor shall be identified by entity name in the applicable proposal or Statement of Work and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor, the Vendor shall obtain written approval of the state of such subcontractor proposed for use by the Vendor which can be obtained by a mutually approved Statement of Work. Such approval is within the sole discretion of the state, and such approval shall be timely and not unreasonably withheld.
- 2) Vendor represents that each subcontractor shall execute a written agreement with Vendor that sets forth that such subcontractor is bound by and agrees to perform, as applicable, the analogous covenants and is subject to

analogous terms and conditions as the Vendor under the terms of all applicable contract documents. Vendor will provide a redacted copy of the written agreement redacted to only show compliance with this provision upon request.

- 3) The state may reasonably revoke approval of a subcontractor or an employee thereof in good faith if the concerns submitted to Vendor by state are not resolved within thirty days' receipt of written notice of such concerns by Vendor or other time period as agreed to by the parties. The state reserves the right to immediately revoke approval without thirty days' notice when subcontractor or an employee thereof fails to comply with applicable law, confidentiality, privacy, security requirements, environmental or safety laws or regulation, if such non-compliance relates or may relate to the provision of goods or services to state. Vendor will work closely with the state to address the state's concern in a timely manner.

The scope of this Agreement does not include Cloud Services (as set forth in DIR-TSO-3996 Appendix E Cloud Services Agreement). Applicability of this subsection to Cloud services is reserved by the parties until such time this Agreement is amended to include Cloud services.

Each party (the state and the Vendor) is responsible for determining the assignment of its personnel and all contractors, and for their direction, control, and compensation.

All payments under the Contract shall be made directly to the Vendor.

No payment shall be made to the Vendor for performance by unapproved or disapproved employees of the Vendor or subcontractor as of the effective date of Section gg(3) above.

hh. Section 10, Vendor Responsibilities, H. Confidentiality is hereby replaced in its entirety with the following:

- 1) Vendor acknowledges that Oklahoma state agencies and certain affiliate Customers are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning such Act.
- 2) Under the terms of this Agreement, the State of Oklahoma may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner, except in

the case of Subcontractors as required or otherwise agreed to by the parties in the applicable Transaction Document or Statement of Work.

ii. Section 10, Vendor Responsibilities, K. Limitation of Liability is hereby modified to reflect that references to the “State” shall mean and refer to the “State of Oklahoma”.

jj. Section 10, Vendor Responsibilities, O. Use of State Property is hereby modified to reflect that references to the “State” and “DIR” shall mean and refer to the “State of Oklahoma”.

kk. Section 10, Vendor Responsibilities, Q. Public Disclosure is hereby replaced in its entirety with the following:

No public disclosures or news releases pertaining to this Agreement shall be made without prior with approval of the State of Oklahoma.

ll. Section 10, Vendor Responsibilities, R. Product and/or Services Substitutions is hereby replaced in its entirety with the following:

Substitutions are not permitted without the written permission of Oklahoma Customer.

mm. Section 10, Vendor Responsibilities, V. Accessibility of Public Information is hereby deleted in its entirety.

nn. Section 11, Contract Enforcement, A. Enforcement of Contract and Dispute Resolution is hereby replaced in its entirety with the following:

A party’s failure to require strict performance of any provision of the Agreement shall not waive or diminish that party’s right thereafter to demand strict compliance with that or any other provision.

oo. Section 11, Contract Enforcement, B. Termination, 1) Termination for Non-Appropriation, subsection a) Termination for Non-Appropriation by Customer, the first sentence is hereby replaced in its entirety with the following:

Customer may terminate any Purchase Order if funds sufficient to pay its obligations under the Agreement are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third-party funding source.

pp. Section 11, Contract Enforcement, B. Termination, 3) Termination for Convenience is hereby modified to reflect that reference to the “DIR” shall mean and refer to the “State of Oklahoma”.

- qq. **Section 11, Contract Enforcement, B. Termination, 4) Termination for Cause, subsection b) Purchase Order, is hereby modified to reflect that references to the “DIR” shall mean and refer to the “State of Oklahoma” and to delete all references to compliance with Chapter 2260, Texas Government.**
 - rr. **Section 11, Contract Enforcement, B. Termination, 5) Immediate Termination or Suspension, is hereby modified to reflect that references to the “DIR” shall mean and refer to the “State of Oklahoma”.**
- 4. Appendix B, Historically Underutilized Business (HUB) Subcontracting Plan is hereby deleted in its entirety.**
 - 5. Services Section, Appendix C, Pricing Index, is hereby modified as follows:
Replace references to travel and living expenses with the following sentence.
In accordance with State of Oklahoma statutory requirements, all travel and living expenses to be incurred by Vendor in performance of Services under this Agreement shall be included in the Services hourly rates.**
 - 6. No amendment is effective unless signed by both parties to this Agreement.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below intending it to become effective on the Effective Date and thereby agreeing to its terms.

INTERNATIONAL BUSINESS MACHINES CORPORATION

Gregory T. Reeves

Signature

Gregory T. Reeves
Name (please print)

Client Executive
Title

2810 Lemone Industrial Blvd. Columbia, MO 65201
Address

7/26/18

Date

The State of Oklahoma by and through the Office of Management and Enterprise Services

J. L. Reese II

Signature

James L. Reese II
Name (please print)

Chief Information Officer
Title

3115 N. Lincoln Blvd. Oklahoma City, OK 73105
Address

7/31/18
Date