

**CONTRACT FOR
CLOUD BASED DATA INTEGRATION LICENSED SOFTWARE AND RELATED SERVICES
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS AND
DELL MARKETING LP**

This Contract for Cloud Based Data Integration Licensed Software and Related Services (“Contract”) is entered into by and between the Texas Comptroller of Public Accounts (“CPA”), an agency of the State of Texas, with offices located at 111 East 17th Street, Austin, Texas 78774, and Dell Marketing LP (“Contractor”), with offices located at One Dell Way, Round Rock, Texas 78682.

I. Recitals

Whereas, CPA issued Price Request No. 304-19-0742TT on April 9, 2019;

Whereas, CPA’s Price Request No. 304-19-0742TT was amended by Addendum No. 1 issued by CPA on April 22, 2019;

Whereas, Contractor submitted an offer dated April 26, 2019 in response to CPA’s Price Request No. 304-19-0742TT;

Whereas, Contractor provided a revised price sheet to CPA on July 9, 2019; and

Whereas, the parties desire to memorialize the negotiated terms and conditions of the agreement and to specify the order of priority of the contract documents.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

II. Services and Performance

2.1 Contractor shall provide to CPA all of the services and other deliverables (“Services”) as described in and in the manner required by all of the following documents as requested by CPA:

- This Contract (without Attachments).
- Attachment A: Price Sheet;
- Attachment B: Statement of Work for Boomi Services signed contemporaneously with this Contract by the parties (“SOW”);
- Attachment C: CPA’s Price Request No. 304-19-0742TT issued on April 9, 2019 and Addendum No. 1 to CPA’s Price Request No. 304-19-0742TT issued on April 22, 2019 (collectively, “CPA’s PR”);
- Attachment D: Contractor’s offer dated April 26, 2019 submitted in response to CPA’s PR and Contractor’s revised price sheet provided to CPA on July 9, 2019 (collectively, “Contractor’s Offer”);
- Attachment E: Contractor’s DIR Contract No. DIR-TSO-3763;
- Attachment F: Boomi Master Services Agreement between Boomi, Inc. and CPA signed contemporaneously with this Contract by CPA (“Boomi MSA”).

All of the above documents are attached to and incorporated as part of this Contract for all purposes.

2.2 In the case of conflicts between this Contract (without Attachments) and any of the following Attachments, the following shall control in the following order of priority:

1. Attachment E: Contractor’s DIR Contract No. DIR-TSO-3763.
2. This Contract (without Attachments).
3. Attachment B: SOW.
4. Attachment A: Price Sheet.
5. Attachment D: Contractor’s Offer.
6. Attachment C: CPA’s PR.

2.3 Software and Support Services.

- A. Contractor shall provide licenses for the Software as specified in Attachment A (Price Sheet) of this Contract. The Software shall include the following:
 - 1) Boomi AtomSphere Integration Platform
 - 2) Boomi Assure for Regression Testing
 - 3) Boomi Resolve for Enhanced Troubleshooting
 - 4) Boomi Suggest for Best Practices
 - 5) Centralized Monitoring
 - 6) Unlimited Users and Processes
 - 7) Visual Designer
 - 8) Workflow
 - 9) Advanced Workflow
 - 10) Deployment Environments Enabled
 - 11) Version Control
 - 12) Four (4) Standard Production Connections
 - 13) Eight (8) Standard Test Connections
- B. Contractor shall provide Support Services at the Boomi Premier Support 1 level.
- C. The terms of Attachment F (Boomi MSA) shall govern CPA's use of the Software and Support Services. Attachment F shall govern service levels and applicable service level credits for the Software.

- 2.4 Implementation Services. Contractor shall provide the Implementation Services specified in Attachment B (SOW) of this Contract.
- 2.5 Training Services. Contractor shall provide Training Services remotely and on-site at CPA's offices as specified in Attachment B (SOW) of this Contract.
- 2.6 All capitalized terms not otherwise defined in this Contract shall have the meanings set forth in Attachment C (CPA's PR), as applicable.
- 2.7 Contractor warrants that it has the requisite qualifications, experience, personnel, and other resources to provide all of the agreed Services to CPA in the manner required by this Contract.
- 2.8 Contractor understands that this Contract is not exclusive, and that CPA may issue additional solicitations and award additional contracts for the Services at any time. CPA makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products or services will be procured through this Contract.

III. Personnel

- 3.1 Contractor shall act as an independent contractor in providing services under this Contract. Contractor's employees shall not be construed as employees of CPA in providing Services under this Contract. Contractor shall be solely responsible to CPA for all performances of Contractor's subcontractors, suppliers, business partners and service providers. CPA shall look solely to Contractor for performance of this Contract. Contractor shall be liable for the performance of all obligations under this Contract, and shall not be relieved of the non-performance of any subcontractor.
- 3.2 Should Contractor designate a subcontractor, supplier, business partner or other service provider to perform any of the Services under this Contract, Contractor expressly understands and acknowledges that in entering into such contract(s) or subcontract(s), CPA is in no manner liable to any service provider of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the Services rendered under all subcontracts or contracts are rendered in compliance with this Contract.

IV. Contract Amounts; Payments

- 4.1 Payments shall be made in accordance with Attachment E (Contractor's DIR Contract No. DIR-TSO-3763) of this Contract.

- 4.2 Payments to Contractor under this Contract shall not exceed the rates and shall be in accordance with the Price Sheet set forth in Attachment A of this Contract. CPA reserves the right to refuse payments for invoices that exceed the rates specified in Attachment A of this Contract.
- 4.3 Prior to authorizing any invoices for payment under this Contract, CPA shall evaluate Contractor's performance against the requirements of this Contract.
- 4.4 CPA shall not pay any amounts for any purpose to Contractor or any other entity, except as expressly provided for in this Contract. CPA reserves the right to make payments only upon receipt of a correct invoice, including all of the required supporting documentation. CPA may, in its reasonable discretion, require additional documentation to support payment and Contractor shall respond to any such requests within five (5) days of receipt.
- 4.5 CPA will not reimburse for travel, meals, lodging or other related expenses unless specifically provided for in this Contract. CPA shall only be liable for reimbursement of actual expenses. CPA shall not be liable for reimbursement of expenses that (1) were not pre-approved in writing by CPA or (2) exceed the current State of Texas Travel Regulations applicable to state employees.
- 4.6 CPA's payments for authorized Services under this Contract shall be payable solely to Contractor. Contractor shall be solely responsible for all payments to its subcontractors, service providers, suppliers, business partners, financing companies, and similar entities.

V. Term; Termination

- 5.1 The initial term of this Contract shall commence on the date of the last signature below (the "Effective Date") and shall continue for twelve (12) months. CPA may in its sole discretion exercise the option to extend the contract for up to three (3) additional twelve (12) month periods. To exercise the option to extend the term, CPA will provide written notice to Contractor; such notice may be by purchase order issuance.
- 5.2 This Contract is subject to termination or cancellation, without penalty to CPA, either in whole or in part, subject to the availability of funds.
- 5.3 Without limitation on the termination and cancellation provisions of Attachment C (CPA's PR) and this Contract, CPA may also, in its sole discretion, and without penalty to CPA or the State of Texas, terminate this Contract on thirty (30) calendar days written notice to Contractor. In the event of such termination or any other termination of this Contract, CPA's sole and maximum obligation shall be to authorize payment to Contractor for its invoice for previously authorized Services, performed by Contractor in accordance with all requirements of this Contract, for the month up to the termination date. CPA shall have no obligation to pay for months after the termination date. This right of CPA to terminate for its convenience is in addition to the other termination provisions Attachment C (CPA's PR) and under applicable law.
- 5.4 Notwithstanding the termination or expiration of this Contract, certain provisions regarding confidentiality, data safeguard standards, indemnification, payments, records, dispute resolution, and right to audit shall survive the termination or expiration dates of this Contract.

VI. INDEMNIFICATION

- 6.1 Contractor's indemnification obligations are as specified in Contractor's DIR Contract No. DIR-TSO-3763 and are hereby incorporated into this Contract.
- 6.2 For the avoidance of doubt, CPA shall not indemnify Contractor or any other entity.

VII. Legal Notices

Any legal notice relating to this Contract, which is required or permitted to be given under this Contract shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address specified below. Notice shall be deemed to have been given on

the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt requested is not required for copies. Either party may change its address for notice by written notice to the other party as herein provided.

- 1. CPA: Texas Comptroller of Public Accounts
ATTN: Contract Section, Operations and Support Legal Services Division
111 E. 17th Street, Room 201
Austin, Texas 78774
With copy emailed to: contracts@cpa.texas.gov
- 2. Contractor: Dell Marketing LP
One Dell Way
Round Rock, Texas 78682

VIII. General

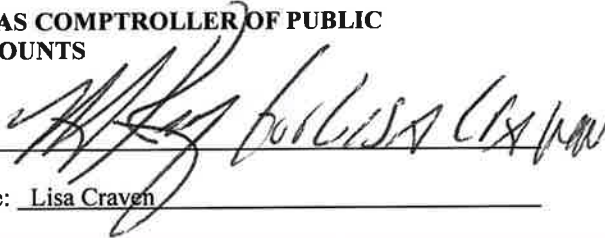
- 8.1 This Contract may be amended only upon written agreement of Contractor and CPA; however, CPA may issue Purchase Order Change Notices for ordering and tracking purposes consistent with this Contract, provided such Purchase Order Change Notices incorporate this Contract.
- 8.2 This Contract, attachments, exhibits, and appendices contain the entire agreement between Contractor and CPA relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning the Contract shall be of no force or effect unless contained in a subsequent writing, signed by both parties. This Contract shall not be construed against the party that has prepared the Contract, but instead shall be construed as if all parties prepared this Contract. This Contract supersedes any "clickwrap," "shrinkwrap," or other agreement that may accompany software or services provided under this Contract. The headings used in this Contract are for references and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms herein.


IX. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective parties named below. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DELL MARKETING LP

By: 
 Name: Lisa Craven
 Title: Deputy Comptroller
 Date: 8.1.19

By: 
 Name: Dudley McClellan
 Title: Commercial Counsel, Dell Legal
 Date: August 1, 2019

Texas Department of Information Resources
SOW ID# CPA-000030

DocuSigned by:

 Name: Hershel Becker
7F04C0B913D547B...

Title: Chief Procurement Officer
 Date: 8/5/2019 | 1:00 PM CDT

ATTACHMENT A: PRICE SHEET

Table 1 Implementation Services		
Description	Unit of Measure	Initial Term (Effective Date – 12 Months)
Implementation Services – Refer to Statement of Work for Boomi Services in Attachment B	1 Job	\$177,800.00

Table 2 Training Services		
Description	Unit of Measure	Initial Term (Effective Date – 12 Months)
JumpStart Training/Consulting Services (Beginning of Project) – Refer to Statement of Work for Boomi Services in Attachment B	1 Job	\$11,000.00
JumpStart Training/Consulting Services (End of Project) – Refer to Statement of Work for Boomi Services in Attachment B	1 Job	\$11,000.00

Table 3 Software and Support Services Refer to Section 3.B of the Contract			
Initial Term (Effective Date – 12 months)			
Description	Unit Price	Qty	Extended Price
DF Boomi Professional Edition	\$1,600	12	\$19,200.00
DF Boomi Premier Support 1	\$0.88	5454	\$4,799.52
Total for Initial Term			\$23,999.52
First Optional Renewal Period (12 months)			
Description	Unit Price	Qty	Extended Price
DF Boomi Professional Edition	\$1,680	12	\$20,160.00
DF Boomi Premier Support 1	\$0.924	5454	\$5,039.50
Total for First Optional Renewal Period			\$25,199.50
Second Optional Renewal Period (12 months)			
Description	Unit Price	Qty	Extended Price
DF Boomi Professional Edition	\$1,764.00	12	\$21,168.00
DF Boomi Premier Support 1	\$0.970	5454	\$5,291.50
Total for Second Optional Renewal Period			\$26,459.50
Third Optional Renewal Period (12 months)			
Description	Unit Price	Qty	Extended Price
DF Boomi Professional Edition	\$1,852.00	12	\$22,226.40
DF Boomi Premier Support 1	\$1.019	5454	\$5,556.00
Total for Third Optional Renewal Period			\$27,782.40

ATTACHMENT B: SOW

The Statement of Work for Boomi Services signed contemporaneously with the Contract by the parties is incorporated by reference into the Contract as Attachment B.



**Statement of Work for
Boomi Services**

Texas Comptroller of Public Accounts

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1 INTRODUCTION

“Dell EMC Services” or “Contractor”	Dell Marketing L.P.
“Dell EMC Services Address”	One Dell Way, Round Rock TX 78682, United States
“Customer” or “CPA”	Texas Comptroller of Public Accounts
“Customer Address”	Lyndon B. Johnson State Office Building 111 East 17th Street, Austin, Texas 78774
“SOW”	This Statement of Work.
“Services”	The services as described in this SOW.
“Agreement” or “DIR Agreement”	<p>The Services provided under this SOW are governed by and subject to the terms and conditions in the Agreement that exists between Dell Marketing, L.P. (Dell) and the Texas Department of Information Resources (the “DIR Agreement”, DIR-TSO-3763 -- Dell Contract Code 75AHH -- effective January 10, 2018), under such DIR Agreement Customer has elected to participate as an eligible public entity.</p> <p>The DIR Agreement is publicly available at the following DIR webpage: http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-3763&keyword=3763</p> <p>The parties acknowledge having read and agreeing to be bound by the DIR Agreement. The DIR Agreement will control over any conflicting terms in this SOW.</p>
“Effective Date”	The date of the last signature below.
“Term”	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that Dell EMC Services completes the provision of Services in accordance with this SOW.
“Deliverables”	Any reports, time sheets, analyses, scripts, code or other work results which have been delivered by Dell EMC Services to Customer within the framework of fulfilling obligations under the SOW.
“Reference”	SFDC # 17767993 / RFS-2019-06144
“Project”	Implementation services for the Solution procured by Customer under a separate document. The Project includes discovery, design, planning, integration, deployment, testing, knowledge transfer, project management, support, and other services described in this SOW.

“Solution”	The Boomi Services and Software procured by CPA resulting from CPA Price Request No. 304-19-0742TT under a separate document.
“Go-Live Date”	The date that the Solution is first available for use by CPA in an operational, non-test environment, utilizing production data.
“SPD”	CPA’s Statewide Procurement Division.
“SPOC”	Single Point of Contact for Dell EMC Services.

The terms **“Dell EMC Services”**, **“Dell EMC Services Address”**, **“Customer”**, **“Customer Address”**, **“SOW”**, **“Services”**, **“Agreement”**, **“Effective Date”**, **“Term”** and **“Deliverables”** have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of the Agreement shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form

Version Control

Date	Version	Description	Completed By
04/24/2019	1.0	Original SOW	Carlos Munoz
04/24/2019	2.0	Revised version	Carlos Munoz
06/05/2019	3.0	Revised version	Carlos Munoz

2 SUMMARY OF SERVICE

This section 2 (SUMMARY OF SERVICE) provides an overview of the Services. This section 2 does not form part of the SOW and is added for information purposes only.

- 5 days JumpStart Training/Consulting (Boomi Integration Platform Training – Beginning of Project)
- 5 days JumpStart Training/Consulting (Boomi Integration Platform Training – End of Project)
- Block of 40 Consulting Services Remote Hours (Boomi Integration Discovery)
- Block of 80 Technical Architecture Remote/Onsite Hours (Infrastructure & Integration Discovery & Design)
- Block of 800 Consulting Services Remote Hours (Block of Boomi Integration Development Consulting Support Hours)
- Block of 40 Consulting Services Remote Hours (Boomi Project Management)

3 ENGAGEMENT DETAILS

In connection with this SOW, Dell EMC Services will perform the Services as specifically described herein.

3.1 Scope of Services

Dell EMC Services will perform the following Services under this SOW:

JumpStart Training – 40 Hours/5 Days Onsite/Remote JumpStart Training

Dell EMC Services will enable CPA's integration developers, analysts and administrators on the core concepts of Boomi iPaaS in this Training-Consulting hybrid delivered by a Boomi Professional Services Consulting resource at the beginning of the Project.

- **Onsite Training** (approx. 3 days of curriculum-based Boomi AtomSphere Integration Platform Training). Onsite Training will occur at Customer's Address or other location in Austin, Texas approved by Customer in writing.
- **Onsite/Remote Dynamic Consulting** (approx. 2 days of Onsite/Remote Boomi Integration Development Consulting)
 - CPA specific Integration/Use Case scenario review and design guidance
 - Integration workflow design and prototyping
- Dell EMC Services will provide Customer with copies of training materials resulting from the JumpStart Training provided at the beginning of the Project.

Training Topics: Integration Developer I & 2

INTEGRATION DEVELOPER 1

Section 1

- SaaS Training: Integration Walkthrough

Section 2

- Admin Training for Developers
-

- Development Life Cycle
- Properties
- Document Flow

INTEGRATION DEVELOPER 2

Section 1

- Extensions
- REST
- SOAP
- Process Call
- Section 2
- Business Rules
- Document Caching
- Try/Catch
- Error Handling

Remote Technical Architecture – Discovery, Design and Planning

Dell EMC Services will analyze Requirements and Current State of Customer's environment to provide Infrastructure and Integration Architecture, Design and Development guidance and Best Practices to ensure a successful and scalable implementation.

- Dell EMC Services will perform the following Tasks/Functions:
 - Requirements Discovery
Analyze current state and existing requirements
 - Assess and advise on Performance Sizing, Availability
Provide Infrastructure and Development approach recommendations
- Dell EMC Services shall provide the following written materials to CPA:
 - Project Plan
 - Boomi Best Practices documentation
 - Requirements Document specifying the integration requirements
 - Process diagrams
- Dell EMC Services shall obtain CPA's written approval of the Project Plan and Requirements Document prior to starting any work related to integration and development.

Remote Integration Development Consulting – Integration Development

Dell EMC Services will provide Remote Integration Development Consulting in support of CPA Boomi Integration Requirements.

- Dell EMC Services will perform the following Tasks/Functions
 - Remote assistance with:
 - Connectivity
 - Process and Mapping Design
Process and Mapping Build
 - Testing & Support Customer UAT Testing

- Acceptance criteria for testing: jobs/functionality specified under "Summary of Integration Requirements" section must be scheduled, automated, with successful file/data movement between NetSuite and internal CPA and external origination and destination points
 - Promotion to Production (Go-Live)
 - Knowledge Transfer
- Dell EMC Services will establish procedural safeguards to ensure functionality.
- Dell EMC Services will provide the following written materials to CPA:
 - As Built Documentation containing details of connectivity, process and mapping design, process and mapping build, and integrations
 - Reports with results from testing and support customer UAT testing

Summary of Integration Requirements

Dell EMC Services will recreate all existing Verify integrations using Boomi Integration platform or NetSuite/SuiteCommerce Advanced functionality, replicating the below functionality:

- NetSuite->SFTP Integrations: Integration Platform
 - TXDOT Purchase Orders
 - Online Purchase Orders
 - CAPPs Purchase Orders
 - CPA PO Extract (SB3)
- SFTP->NetSuite Integrations: Integration Platform
 - ACM Payments
 - ACS Payments
 - HBS Vendors
 - TXDOT Solicitation Files
 - TXDOT Solicitation Attachment
 - TXDOT Solicitation Posting
 - TXDOT Awardees in Solicitation Notice
 - Road Agg Item Load for NonInventoryResaleItem {materials}
 - Road Agg Item Load for ServiceResaleItem {delivery}
- Offline Sales: NetSuite/SuiteCommerce Advanced
 - Assumption: Functionality to allow vendors to upload their own sales will be utilized by SPD as well. A rewrite of this functionality will be developed in a separate project. Dell EMC Services will provide an interim solution to enable continued, uninterrupted functionality.
- Vendor Catalog Upload: NetSuite/SuiteCommerce Advanced
 - Assumption: Functionality to allow vendors to upload their own catalogs will be utilized by SPD as well. A rewrite of this functionality will be developed in a separate project. Dell EMC will provide an interim solution to enable continued, uninterrupted functionality.
- TXDOT PDF/TXT files: Integration Platform

Assumptions: Functionality to allow vendors to upload their own batches of flat files for awards and bids as well as pdf files for attachments to solicitations.

- First, flat files will create a Solicitation Posting/ Awardees in Solicitation Posting record in NetSuite.
- Second, after creation of the record, the PDFs will be pulled in to the NetSuite file cabinet in a specific folder.
- Third, once placed in the file cabinet it will attach the PDF that is stored in the file cabinet to the Solicitation Posting on the Files Tab.
- Once uploaded by the vendor these files will require no manual intervention.
- The timing of these three steps is critical. Dell EMC Services shall ensure that these three steps are processed sequentially in order to make sure errors do not occur.

For clarification purposes, Dell EMC Services will build the integration jobs and implement the integration jobs in the Boomi platform.

Knowledge Transfer (Onsite JumpStart Training/Consulting)

5-Day (40 Hours) Onsite Boomi Integration Platform Administration Training & Knowledge Transfer. Dell EMC Services shall provide knowledge transfer and training to CPA resources for the Solution so that CPA resources are capable of supporting the Solution in the future, troubleshooting issues, and developing/adding new jobs as needed.

- Dell EMC will perform the following Tasks/Functions:
 - Delivered at the end of the Project
 - Deep-dive review of Integrations built and Knowledge Transfer
 - Boomi Administration and Management Training
- Dell EMC Services will provide Customer with copies of training materials resulting from the JumpStart Training provided at the end of the Project.

Project Management Services (40 hours Onsite/Remote)

Dell EMC Services will provide project management services which include developing and maintaining Project controls, standards, and procedures for managing the Services. Dell EMC Services will provide a Single Point of Contact (SPOC) to maintain Project communications with Customer.

3.2 Project Timeline

Dell EMC Services anticipates the Services will be limited to a period of time not to exceed five (5) contiguous business days for JumpStart Training/Consulting at the beginning of the Project, five (5) contiguous business days for JumpStart Training/Consulting at the end of the Project, 80 business hours for Technical Architecture Onsite/Remote, 40 business hours for Integration Development Consultant Services Remote (Boomi Integration Discovery), 800 business hours for Integration Development Consultant Services Remote and 40 business hours for Project Management Remote. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

The estimated Go-Live Date is March 1, 2020.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW

- 1) Any services, tasks or activities other than those specifically noted in this SOW.

- 2) The development of any intellectual property created solely and specifically for the Customer under this SOW, i.e. custom software.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, Dell EMC Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Customer Responsibilities

Customer will provide reasonable and timely cooperation to Dell EMC Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, a change to this SOW pursuant to the Change Management Process may be required. Customer agrees to the following responsibilities:

- 1) As soon as reasonably possible, notifying Dell EMC Services in writing of: a) any changes Customer makes to its information technology environment that may impact Dell EMC Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
- 2) Provide Dell EMC Services with any required consents reasonably necessary to perform the Services.
- 3) Maintain a current version of an anti-virus application continuously running on any system to which Dell EMC Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before Dell EMC Services performs any work on Customer's production systems.
- 4) Developing or providing documentation, materials and assistance to Dell EMC Services reasonably necessary to perform the Services and upon advance written request to Customer.
- 5) Unless this SOW specifically requires Dell EMC Services to provide a software license, Customer is responsible for any and all software licensing requirements. Dell EMC Services shall not "accept" on Customer's behalf any electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions.
- 6) Ensuring the Dell EMC Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; and remote access as reasonably required to perform the Services. Facilities and power must meet Dell EMC Services' requirements provided to Customer in writing for the products and Services purchased.
- 7) Prior to the start of this SOW, indicating to Dell EMC Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
- 8) Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and Dell EMC Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within three (3) working days of the request, unless both parties agree to a different response time. Customer Contact will not have authority to modify the contract between Dell EMC Services and Customer.
- 9) Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business

decisions (“**Technical Contacts**”). Dell EMC Services may request that meetings be scheduled with Technical Contacts.

- 10) Making appropriate service outage windows available for Dell EMC Services as reasonably needed to perform the Services and upon five (5) business days advance written request to Customer.
- 11) The physical and network security of Customer environment in accordance with Customer’s security protocols and procedures.
- 12) Providing all documentation on Dell EMC Services standard templates unless both parties agree otherwise.

3.5 Service Hours

Dell EMC Services will perform the Services during normal business hours typically 09:00 AM to 5:00 PM, Monday through Friday, Customer local time and excludes local holidays, unless other arrangements have been made in writing between Dell EMC Services and Customer.

3.6 Dell EMC Services Responsibilities

1) Business Attire; Conduct; CPA Guidelines

Contractor must ensure that its employees conduct themselves in a professional manner and are in appropriate business attire when on CPA’s premises to perform the Services. In addition, Contractor must ensure that its employees comply with all guidelines, of which Contractor is made aware by CPA and agreed to in writing, established by CPA for independent contractors required to provide services on CPA’s premises. These guidelines may address issues which include, but are not limited to, the following: building security, IT security, records, safety, professional conduct, use of State owned property, non-disclosure of confidential information, drug and alcohol free workplace rules, and other requirements for on-site independent contractors.

2) Information Security Requirements

Contractor shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security pertaining to confidential CPA information. Each individual who will require access to or may be exposed to confidential CPA information must sign the CPA Confidential Treatment of Information Acknowledgement (CTIA) form.

3) CPA Data Safeguard Standards

- a) Defined Terms. The term “CPA Data” refers to CPA’s information as well as other entity information in the possession of CPA that is processed, stored, or transmitted by a computer. CPA Data includes all data that is generated by Contractor in performance of a contract with CPA. The term “CPA Information System” refers to those devices, software, networks and related infrastructure that CPA owns, operates or has obtained for use to conduct CPA business. Devices include, but are not limited to, CPA-owned or managed storage, processing, and communications devices, as well as personally owned devices.
- b) Access to CPA Data. Contractor will implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the confidentiality, integrity, and availability of CPA Data. Contractor will not collect, access, use, disclose, or retain CPA Data other than as necessary to perform the services specified in this SOW or as otherwise authorized in writing by CPA. Contractor will restrict access to CPA Data to only those personnel who must have the information on a “need to know” basis. Contractor will not use CPA Data, or any information derived from CPA Data, for its own benefit or the benefit of any other person or entity except for Boomi Suggest service. Contractor will not share CPA Data with its parent company or other affiliate without CPA’s express written consent.

- c) Remote Access to CPA Information Systems. Contractor shall not request or require remote access to CPA Information Systems in performance of any obligations arising under this SOW.
- d) Location of CPA Data. CPA shall have control of configuring the Software and will control the location of CPA Data. Contractor agrees that CPA will configure the Software so that CPA Data will remain, at all times, within the continental United States. Contractor shall receive, process, transmit, and store all CPA Data in accordance with CPA's configuration of the Software. Contractor shall not change CPA's configuration without CPA's prior written consent. CPA acknowledges that CPA Data may be accessed from outside the continental United States for customer technical support for the Software; provided that Contractor's point of remote access, in conjunction with the customer technical support, to CPA Data shall be within the continental United States.
- e) Encryption Standards.
- (1) Contractor shall encrypt CPA Data in transit and at rest. Data in transit means data is moving in applications, or through browsers and other web connections. Data at rest (including data backups) means data is stored in databases, the cloud, removable media, or mobile devices.
 - (2) Contractor shall utilize encryption standards that are FIPS 140-2 compliant or, upon the written approval of CPA's Chief Information Security Officer, shall meet the intent of the standards as described in FIPS 140-2.
 - (3) The minimum cryptographic algorithm used by Contractor must be Advanced Encryption Standard (AES) 128 or higher (256 AES is preferred).
 - (4) Contractor shall encrypt CPA Data transmitted over a public or private network. CPA approved data encryption transmission protocols include the following: (1) SFTP (FTP over SSH), (2) FTPS (FTP over SSL), (3) HTTPS (HTTP over SSL), and (4) virtual private network.
- f) Information Security Plan and Auditable Information Security Framework. Contractor will develop, implement, and maintain a comprehensive written Information Security Plan that contains administrative, technical, and physical safeguards designed to: (i) ensure the confidentiality, integrity and availability of CPA Data; (ii) protect against unauthorized access to or use of CPA Data; and (iii) comply with all applicable legal and regulatory requirements for data protection. Contractor shall secure its own and its third-party service providers' systems (e.g., IT service provider, Cloud Service Provider) in a manner consistent with an auditable information security framework e.g., NIST, ISO 27001. CPA reserves the right to immediately terminate any access to a CPA Information System.
- g) Independent Information Security Assessment. If Contractor has access to a CPA Information System or receives, processes, transmits, or stores CPA Data, then upon CPA request, Contractor shall provide a summary report of the most recent information security assessment conducted by an independent third-party e.g., SSAE-16 SOC 2 Type II, ISO 27002. CPA, in its sole discretion, may conduct a security assessment of any information system holding CPA Data or connected to a CPA Information System. CPA's security assessment may consist of a review of the following: (i) independent third-party assessment(s) contracted by Contractor e.g., SSAE-18 SOC 2 Type II, ISO 27002, and (ii) Contractor's Information Security Plan, but will not in any event include on-site audits.
- h) Reserved.
- i) Media Sanitization. Contractor's CSP (as defined below) shall sanitize information system media, both digital and non-digital, in accordance with NIST Special Publication 800-88 (Guidelines for Media Sanitization) when CPA Data in the custody of Contractor is no longer required to be retained by contract with CPA. Contractor's obligations set forth in this clause survive the termination or expiration of the SOW as long as Contractor retains CPA Data.
- j) Third-Party Service Providers. It is Contractor's sole responsibility to ensure that its access and the access Contractor grants to its service providers to CPA Data or CPA Information Systems does not result in unauthorized access to CPA Data or CPA Information Systems.
- k) Reserved.
- l) Reserved.

m) Reserved.

n) Cloud Computing Environment Specific Requirements. The following requirements apply if Contractor is a Cloud Service Provider (CSP) or contracts with a CSP to receive, process, transmit, or store CPA Data.

- (1) **Security Control Verification.** CSP shall provide to CPA evidence that it has implemented security controls correctly, the controls are operating as intended, and the controls are producing the desired outcome with respect to meeting security requirements for the information system. Acceptable documentation includes:
 - Level One: CSA STAR Self-Assessment;
 - Completed CSA Consensus Assessment Initiative Questionnaire;
 - CSP information security plan; and
 - CSP information security policies and procedures.
- (2) **Penetration Test.** CSP shall undergo an annual penetration test. CSP shall provide a summary of the penetration test results to CPA upon written request.
- (3) **Data Center Resiliency, Environmental Protections, and Physical Security.** CSP shall provide multiple geographic regions and availability zones to ensure resiliency in the event of natural disasters, common equipment failures, or information system failures. The CSP data center(s) shall ensure electrical power systems are fully redundant and maintainable without interruption to continuous operations. CSP shall provide backup power through various mechanisms including, but not limited to, UPS batteries. CSP backup power shall supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. The CSP data center(s) shall use generators to provide power to critical equipment and customer loads. Trained security personnel shall staff the CSP data center(s) twenty-four hours a day, seven days a week. CSP shall use a security organization responsible for physical security functions to monitor its data center(s). The CSP data center(s) shall have state-of-the-art electronic surveillance and multi-factor access control systems. CSP shall authorize physical access to its data center(s) strictly on a least privilege basis and access control systems shall log unauthorized activity and failed access attempts.
- (4) The Boomi AtomSphere is compliant with any SAML 2 IDP CPA chooses.
- (5) **Court and Administrative Orders.** Except as otherwise required by law, the CSP shall promptly notify CPA of any subpoena, judicial, or administrative order that it receives and which relates to CPA Data held by the CSP.

4) Security Incident Notification

Contractor shall have policies and procedures for the effective management of Security Incidents which shall be made available to CPA upon written request. Within seventy-two (72) hours of Contractor's discovery that there has been an event which results in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of confidential CPA information ("Security Incident"), Contractor shall provide notice to CPA by calling (800) 531-5441 EXT 34357. Until the investigation is complete, Contractor shall submit on a daily basis, or as otherwise agreed by CPA where there is a specific security incident that affects CPA directly, a written report via email to help.desk@cpa.texas.gov (provided CPA lists this email in the software platform as its notification address for email alerts) which includes, at a minimum, the following:

- Date and time incident occurred,
- Date and time incident detected,
- Date and time incident contained,
- Address where incident occurred,
- Name of person(s) that discovered incident,
- Description of how Contractor discovered incident,
- Type of CPA information involved,
- Description of the nature of the incident,
- Description of the steps Contractor has taken or will take to investigate incident,
- Description of the steps Contractor has taken or will take to mitigate any negative impacts of

- incident,
- Information technology involved (e.g., laptop, server, mainframe),
- Description of steps taken to preserve computer evidence and maintain chain of custody, and
- Description of corrective action Contractor has taken or will take to prevent future incidents.

Contractor shall coordinate all media or other breach notifications related to the CPA Data, other than to nonaffiliated third parties (other than other customers affected by the same Security Incident, a Subprocessor potentially possessing relevant information, or experts or consultants utilized by Contractor), of any Security Incident related to CPA Data without CPA's advance written consent of such notification(s), unless expressly prohibited by law. Nothing in this clause shall prevent Contractor from notifying other customers whose data may be affected by the Security Incident. Contractor shall provide notice at its own cost that satisfies the requirements of applicable law to individuals whose information was compromised or likely compromised as a result of the Security Incident. If CPA is required by law to send its own separate notice, then all costs associated with preparing and providing the notice shall be reimbursed to CPA by Contractor. To the extent permitted by the Texas Constitution and Texas law, CPA's sole and exclusively remedies for any Security Incident, except for willful misuse or willful unauthorized disclosure of CPA data, will be limited to the foregoing notification, credit monitoring, and call center support, each to the extent made necessary by the Security Incident and required by applicable law. For the avoidance of doubt, a Security Incident stemming from the Software and not caused by the Services under this SOW, will be subject to the terms of the separate Boomi Master Services Agreement, as negotiated and executed by Boomi, Inc. and Texas Comptroller of Public Accounts.

5) Criminal Background Investigation

- A. Criminal Background Investigation by Contractor. Prior to an Assigned Personnel commencing Services under this SOW, Contractor shall conduct a criminal background investigation of all Assigned Personnel. Contractor's exercise of due diligence in conducting the criminal background investigation shall include, at a minimum, the following: (1) compliance with Contractor's published policies and procedures for background and criminal conviction checks and (2) a comprehensive search of all criminal courts for counties of residence and work for the previous seven (7) years, including a Social Security number trace.

Contractor hereby affirms that a background check ("Check") is normally performed on each Contractor potential new hire. This Check consists of criminal county searches, federal searches, and verification of personally identifying information. Subject to applicable law, Contractor's Check includes reviewing for:

- Felony or misdemeanor convictions or "nolo contendere" or "no contest" pleas within the preceding 7 years;
- Uncompleted deferred adjudication, probation, or parole for any felony or misdemeanor offense (regardless of whether the conviction itself is within the preceding 7 year period);
- Pending court dates, charges, or warrants relating to any felony or misdemeanor charge; and
- Identification as an active sex offender required to be listed in any sex offender database or registry.

Convictions for a felony or a serious misdemeanor or pending criminal matters are subjected to an individualized assessment to ensure that the candidate is fit for the job sought. As a part of the review process, Contractor seeks to ensure that no candidate is hired who has a criminal background that would disqualify the candidate from working in a particular job due to law. This process is designed to ensure that candidates are not disqualified from jobs where the nature of the crime would have no bearing on the candidate's fitness to perform the job. Contractor generally will not disqualify an individual for employment if the individual's Check reflects a single conviction, charge, or warrant for certain minor misdemeanor offenses related to gambling,

alcohol, tobacco, licenses or moving violations, except in the instance of injury or damage to people or property or a second offense of driving while intoxicated.

Contractor further affirms that a drug screening is performed on each Contractor potential new hire. This drug screening checks for the presence of amphetamine metabolites (1000 ng/mL), cocaine metabolites (300 ng/mL), marijuana (50 ng/mL), opiate metabolites (2000 ng/mL), phencyclidine metabolites (25 ng/mL).

For purposes of this clause, "Assigned Personnel" includes, without limitation, all individuals provided by Contractor under this SOW who will or may (1) be assigned as lead or key personnel, (2) provide Services on-site at CPA's premises, or (3) access CPA information resources i.e., the procedures, equipment, and software that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information, and associated personnel including consultants and contractors.

Within a commercially reasonable time period, but no later than ten (10) business days, following receipt of a written request by CPA's Criminal Investigation Division, Contractor shall provide to CPA's Criminal Investigation Division confirmation of the certificate of completion of the background investigation and whether the Assigned Personnel passed or was denied. . If CPA becomes aware that Contractor knowingly provided false information, Contractor shall be in breach of contract and CPA shall have the option to terminate this SOW without further obligation to Contractor as well as pursue all other remedies and rights available to CPA under contract, at law, or in equity.

- B. Criminal Background Investigation by CPA. Background and/or criminal history investigation of Contractor's Assigned Personnel under this SOW may be performed by CPA. Prior to the commencement of Services under this SOW, Contractor shall provide CPA with a list of the names of Assigned Personnel and information requested by CPA in writing that is reasonably needed for CPA to conduct background and/or criminal history investigations. Contractor shall provide CPA with written notice of any changes in Assigned Personnel, with such notice to include the name(s) of new Assigned Personnel. Should any Assigned Personnel not be acceptable to CPA as a result of the background and/or criminal history check, then CPA may immediately terminate this SOW or request replacement of the Assigned Personnel in question. If Contractor fails to promptly replace the Assigned Personnel, then CPA may immediately terminate this SOW.

6) Use of State Property

Contractor is prohibited from using State Property for any purpose other than performing Services authorized under this SOW. State Property includes, but is not limited to, CPA's office space, identification badges, CPA information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any CPA-issued software, and the CPA Virtual Private Network (VPN client)), and any other resources of CPA. Contractor shall not remove State Property from the continental United States. Contractor shall not perform any maintenance services on State Property unless this SOW expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by CPA that are associated with loss of State Property or damage beyond normal wear and tear and caused by Contractor and (ii) all charges attributable to Contractor's use of State Property that exceeds the SOW scope. Contractor shall fully reimburse such charges to CPA within thirty (30) calendar days of Contractor's receipt of CPA's notice of amount due. Use of State Property for a purpose not authorized by this SOW shall constitute breach of contract and may result in termination of this SOW and the pursuit of other remedies available to CPA under contract, at law, or in equity.

4 COMPLETION AND ACCEPTANCE

Acceptance of the Services and any materials provided hereunder will be made in accordance with the following:

Customer shall determine whether such products and Services meet the applicable Specifications. For purposes of this SOW, "Specifications" shall refer to the requirements of this SOW. If the Service meets the Specifications applicable to it, Customer agrees to accept such Service. Unless otherwise agreed upon by the Customer and Contractor, a service shall be deemed accepted if Customer does not, within twenty (20) calendar days from the date such service is delivered, issue to Contractor a written notice of partial acceptance or rejection of the service based on the fact that the service did not meet the Specifications applicable to it ("Deemed Acceptance" or "Deemed Accepted"). No payment shall be due for any such product or Service until Customer either accepts service or such service is Deemed Accepted.

5 PRICING

Except as otherwise mutually agreed to in a written document signed by Customer's Deputy Comptroller and Dell EMC Services, the total amount to be noted on the purchase order provided to Dell EMC Services for this SOW is, and the total amount due under this SOW shall not exceed: **\$199,800.00 USD**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

Dell EMC Services will invoice Customer the applicable charges in accordance with this SOW and the Agreement. Charges for Services are based on the rate card detailed below. The charges will be invoiced on a monthly basis based upon the actual number of hours expended by Dell EMC Services in the prior billing period multiplied by the applicable hourly rates as set forth in the table below.

Resource	Rate Per Hour	Estimated Hours	Total (USD)
JumpStart Training/Consulting	\$275.00	40	\$11,000.00
JumpStart Training/Consulting	\$275.00	40	\$11,000.00
Technical Architecture – Remote	\$257.50	80	\$20,600.00
Development Consulting Services – Remote (Discovery)	\$180.00	40	\$7,200.00
Development Consulting Services – Remote	\$180.00	800	\$144,000.00
Project Management	\$150.00	40	\$6,000.00
		Total	\$199,800.00

5.1 Estimate Revisions

Should Dell EMC Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, Dell EMC Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process. Any price estimate change that causes the total cost under this SOW to exceed \$199,800.00 must be reviewed and approved in writing by the parties in accordance the Change Management Process.

5.2 Expenses

CPA shall not be responsible for additional Service-related expenses. Estimated Service-related expenses including actual, reasonable, and necessary travel and living expenses Dell EMC Services is expecting to incur in connection with delivering the Services have been included in the Hourly Rates listed under Section 5 Pricing.

5.3 Additional Pricing Terms

- 1) Reserved.
- 2) The price for the Services is based on Customer's environment as disclosed to Dell EMC Services and on the basis that the information supplied is accurate and complete. If the assumptions and parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify Dell EMC Services in writing within five (5) business days of Customer's discovery of such changes. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, the parties shall follow the Internal Dispute Resolution and Escalation Process outlined in Section 4.2 of Appendix D (Services Agreement) of the Agreement.
- 3) Any timescales or plans presented in this document assume that Customer provides any information reasonably required to perform the Services and fulfils its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, Dell EMC Services may request an adjustment to the timeline or costs with notice to Customer to address such delays or failure to meet obligations. Any increase in costs shall be made pursuant to the Change Management Process.
- 4) Reserved.
- 5) All prices are in US Dollars (USD) and are exclusive of all applicable taxes..
- 6) During the delivery of the Services, if Customer requires changes to a scheduled Dell EMC Services activity, as defined by prior agreement or as documented in the agreed Dell EMC Services delivery schedule/plan, with less than ten (10) business days' notice to Dell EMC Services in writing, additional charges may be necessary where Dell EMC Services are unable to re-assign people associated with that activity. The Change Management Process will be used to determine the impact, if any, and any related price adjustments. If the parties don't reach an agreement on a new schedule within three (3) months, the Change Management Process described in Section 6 of this SOW will be used to determine the impact and any related price adjustment.
- 7) Both parties will mutually agree upon a service commencement date in writing. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to Dell EMC Services, additional charges may apply.
- 8) Schedule delays caused by Customer, shall be billed at the time and material rates specified in the price table above and in accordance with state law. Any additional costs incurred by Customer as a result of delays caused by Customer shall be the sole responsibility of the Customer.

6 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and Dell EMC Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined in Schedule 4 (the "Change Management Process") of Appendix D (Services Agreement) of the Agreement for managing changes to the SOW. Customer or Dell EMC Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement.

Change requests will be documented using the Change Request Form found in Appendix A.

This SOW must be amended to authorize any changes that (1) alter the requirements in this SOW, and/or (2) result in an increase in the SOW fees. An amendment to this SOW is not valid without the written signature of CPA's Deputy Comptroller, or the Deputy Comptroller's authorized designee.

Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties. The parties acknowledge that any changes shall not be undertaken until obtaining, as appropriate, either a Change Request Form or an amendment signed by both parties. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

7 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

- 1) Dell EMC Services may use affiliates and subcontractors in accordance with the Agreement to perform the Services. Dell EMC Services does not plan on using affiliates (other than for customer technical support for the Software) and subcontractors for the Services in this SOW.
 - 2) Dell EMC Services may perform part of the Services off-site at a Dell EMC Services location or other location in the continental United States as specified in this SOW or otherwise approved by CPA in writing. The foregoing shall not apply to customer technical support for the Software.
 - 3) From time to time, Dell EMC Services may change the location where Services are performed; provided however, Dell EMC Services shall remain responsible to Customer for the delivery of Services and that such location is located in the continental United States. The foregoing shall not apply to customer technical support for the Software. Dell EMC Services must obtain CPA's advance written approval to change the location of any onsite Services.
 - 4) Reserved.
 - 5) Dell EMC Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than Dell EMC Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify in writing the other party accordingly. Notwithstanding such occurrence, Dell EMC Services may, following discussion with and approval by Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW, provided that Customer provides advance written approval for the additional costs and out of pocket expenses through the Change Management Process.
 - 6) Customer, not Dell EMC Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided by Customer to Dell EMC Services. Dell EMC Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. Dell EMC Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and Dell EMC Services is entitled to rely on all decisions and approvals of Customer.
 - 7) The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. Dell EMC Services is not providing legal or regulatory advice.
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- 8) Unless this SOW specifically requires otherwise, Dell EMC Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell EMC Select Products and Brokerage Products (collectively, "**Third Party Products**") to Customer under this SOW. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. Dell EMC Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by Dell EMC Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by Dell EMC Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
- 9) Dell EMC Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products. For purposes of this paragraph, Third Party Products does not include the Dell Boomi Services and Software procured by Customer.
- 10) Per Section 10(b)(iii) of the Agreement, Dell EMC Services will have no liability for loss or recovery of data arising out of or in connection with the Services provided under this SOW.
- 11) Dell EMC Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.
- 12) Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
- 13) No Dell EMC product is or can be licensed or purchased under this document. Any purchase or licensing of Dell EMC products is governed by the terms of a separate license or purchase agreement between the parties. Dell EMC Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell EMC product.
- 14) In the event the Customer has not engaged Dell EMC Services to perform the Services and two (2) months have passed since the later of the Effective Date and Dell EMC Service's completion of the last Service-related Deliverable, without further engagement from Customer, Dell EMC Services may terminate this SOW in accordance with the Agreement.
- 15) The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell EMC product Customer education.


8 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return via fax to Dell EMC Services at 512-283-7899 or via email to [US DPS Project Administration@dell.com](mailto:US_DPS_Project_Administration@dell.com), referencing "RE: Texas Comptroller of Public Accounts, SFDC # 17767993". This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. This SOW together with the Agreement (i) is the complete and exclusive agreement between Dell EMC Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (ii) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Texas Comptroller of Public Accounts

Dell Marketing L.P.

Signature: 
Printed Name: Lisa Craven
Title: Deputy Comptroller
Date: 8.1.19

Signature: Mike_Gi Digitally signed
Printed Name: Mike_Gi by Mike_Gibbons
Title: bbons Date: 2019.08.01
Date: 13:25:47 -04'00'

Please note that for administrative purposes only, Services may not be scheduled or commenced until Dell EMC Services receives a purchase order ("PO") from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Change Request Form

The Change Request Form may be found at: www.dell.com/servicecontracts/RFC

ATTACHMENT C: CPA's PR

CPA's Price Request No. 304-19-0742TT issued on April 9, 2019 and Addendum No. 1 to CPA's Price Request No. 304-19-0742TT issued on April 22, 2019 (collectively, "CPA's PR") are incorporated by reference into the Contract as Attachment C.

In the event of conflict between these documents, the following shall control in this order of priority:

1. Addendum No. 1 to CPA's Price Request No. 304-19-0742TT issued on April 22, 2019.
2. CPA's Price Request No. 304-19-0742TT issued on April 9, 2019.

ATTACHMENT D: CONTRACTOR'S OFFER

Contractor's offer dated April 26, 2019 submitted in response to CPA's PR and Contractor's revised price sheet provided to CPA on July 9, 2019 (collectively, "Contractor's Offer") are incorporated by reference into the Contract as Attachment D.

In the event of conflict between these documents, the following shall control in this order of priority:

1. Revised price sheet provided to CPA on July 9, 2019.
2. Contractor's offer dated April 26, 2019 submitted in response to CPA's PR.

ATTACHMENT E: CONTRACTOR'S DIR CONTRACT NO. DIR-TSO-3763

Contractor's DIR Contract No. DIR-TSO-3763 is incorporated by reference into the Contract as Attachment E.

ATTACHMENT F: BOOMI MSA

The Boomi Master Services Agreement between Boomi, Inc. and CPA signed contemporaneously with this Contract by CPA is incorporated by reference into the Contract as Attachment F.

Boomi Master Services Agreement

This Boomi Master Services Agreement (the "**Agreement**") is made between you, Texas Comptroller of Public Accounts located at 111 East 17th Street, Austin, TX 78774 ("**Customer**" or "**CPA**") and Boomi, Inc., an Affiliate of Dell Marketing LP, with its principal place of business at 1400 Liberty Ridge Drive, Chesterbrook, PA 19087 ("Boomi"). Customer's address will be either the address listed herein (if this Agreement is signed by Customer) or on the Boomi Order into which this Agreement is incorporated by reference. If the parties sign this Agreement, Customer name and address appears below. This Agreement is entered into in connection with DIR Contract Number DIR-TSO-3763 between Dell Marketing LP and the State of Texas, by and through the Texas Department of Information Resources ("DIR Contract").

1. Definitions. Capitalized terms not defined in context will have the meanings assigned to them below:

(a) "**Affiliate**" means, for Boomi, any legal entity controlling, controlled by, or under common control with a party to this Agreement, for so long as such control relationship exists. For Customer, "Affiliate" refers to a state agency or other entity designated by law or regulation to be under the authority or control of Customer. All references to Customer shall also include Affiliates whether specific reference to Affiliates is otherwise made in this Agreement.

(b) "**Boomi Services**" means one or more of the software services provided by Boomi under this Agreement (such as the Boomi AtomSphere Service) and the Software to which Customer is given access in connection with such service (the "**Software**").

(c) "**Documentation**" means the user manuals and documentation that Boomi makes available for the Boomi Services.

(d) "**Support Services**" means Boomi's maintenance and support for the Boomi Services as stated at www.boomi.com/legal/service.

(e) "**Order**" means the document by which Customer orders Boomi Services.

(f) "**Services Order**" or "**SO**" means the document by which Customer orders consulting and/or training services, such as a Services Order Form or Statement of Work, which will be governed by the DIR Contract. Boomi, through its employees, agents and contractors, will perform the consulting and/or training services described in the Services Order. Any conflicting or additional terms in or accompanying a Services Order will not be binding on Boomi unless Boomi accepts such terms in writing. Each Services Order will be subject to approval by Boomi.

(g) "**Professional Services**" means the Activities or Project Deliverables identified in a Services Order. Customer's purchase of Professional Services, if any, is governed by this Agreement and the DIR Contract.

2. License.

(a) **General.** Subject to the terms of this Agreement, Boomi grants to Customer, and Customer accepts a non-exclusive, non-transferable (except as otherwise set forth herein) and non-sublicensable license to access and use the quantities of the Boomi Services identified in the applicable Order to support the internal business operations of Customer and Customer's Affiliates for the term stated on the applicable Order. Boomi acknowledges that Customer is an agency of the State of Texas and Customer's internal business operations include any activities consistent with its statutory activity. If any Software delivered to Customer for Customer's installation and use on its own equipment is provided in connection with the Boomi Services, the license duration for such Software will be for the term stated on the applicable Order. All rights not specifically granted by Boomi hereunder are hereby reserved by Boomi.

(b) **Evaluation Use.** If an Order indicates that the Boomi Services are to be used by Customer for evaluation purposes, or if access to the Boomi Services is otherwise obtained from Boomi for evaluation purposes, such as a free trial or a proof of concept, Customer will be granted a right to use the Boomi Services solely for Customer's own non-production, internal evaluation purposes (an "**Evaluation Right**"). Each Evaluation Right shall be for a period of up to thirty (30) days (subject to Boomi's right to terminate the Evaluation Right in Boomi's sole discretion at any time) from the date of delivery of the credentials needed to access the applicable Boomi Services, plus any extensions granted by Boomi in writing (the "**Evaluation Period**"). There is no fee for an Evaluation Right during the Evaluation Period, but Customer is responsible for any fees associated with usage beyond the scope permitted herein. Notwithstanding anything otherwise set forth in this Agreement, Customer understands and agrees that Evaluation Rights are provided "AS IS" and that Boomi does not provide warranties or Support Services for Evaluation Rights.

(c) **Use by Third Parties.** Customer may allow its services vendors and contractors (each, a "**Third-Party User**") to access and use the Boomi Services made available to Customer hereunder solely for purposes of providing services to support the internal business operations of Customer, provided that Customer ensures that (i) the Third-Party User's access to or use of the Boomi Services is subject to the restrictions and limitations contained in this Agreement, and the applicable Order(s), (ii) the Third-Party User cooperates with Boomi during any compliance review, and (iii) the Third-Party User promptly removes any Software installed on its computer equipment, environment, and the integrated system(s) upon the completion of the Third-Party User's need for access or use as permitted by this Section. Customer agrees that it will be liable to Boomi for those acts and omissions of its Third-Party Users as if they were done or omitted by Customer itself.

3. **Proprietary Rights.** Customer understands and agrees that (a) the Boomi Services are protected by copyright and other intellectual property laws and treaties, (b) Boomi, its Affiliates and/or its licensors own the copyright, and other intellectual property rights in the Boomi Services, (c) this Agreement does not grant Customer any rights to Boomi's trademarks or service marks, and (d) Boomi reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

4. **Payment.** The DIR Contract shall govern payment under this Agreement.

5. **Taxes.** The DIR Contract shall govern taxes under this Agreement.

6. Termination. The term of this Agreement will begin the last date of the signatures on this Agreement (the "Effective Date" (if only one date appears by the signatures, that date shall be the Effective Date) and will continue until terminated as set forth in this Section. This Agreement or Orders or Services Orders may be terminated (a) by mutual written agreement of Boomi and Customer or (b) by either party for a material breach of this Agreement or an Order by the other party (or its Third-Party Users) (i) upon thirty (30) days following its receipt of notice of the breach where the breach is reasonably capable of being cured and the breaching party fails to cure to the non-breaching party's reasonable satisfaction or (ii) with immediate effect where such breach is not reasonably capable of being cured.

Upon termination or expiration of this Agreement or an Order or Service Order for any reason, all rights granted to Customer for the applicable Boomi Services or Professional Services, respectively, will immediately cease and Customer will immediately: (a) cease using such services, (b) remove all copies, installations, and instances of any Software from all Customer computers and any other devices on which the Software was installed, and ensure that all applicable Third-Party Users do the same and (c) pay Boomi the amounts due and payable subject to the terms of Section 11. Contract Enforcement, B. Termination, of the DIR Contract.

Any provision of this Agreement that requires or contemplates execution after termination of this Agreement or a termination or expiration of an Order or Service Order is enforceable against the other party and their respective successors and assignees notwithstanding such termination or expiration, including, without limitation, the *Conduct, Payment, Proprietary Rights, Taxes, Termination, Warranty Disclaimer, Infringement Indemnity, Limitation of Liability, Confidential Information, and General* Sections of this Agreement. Termination of this Agreement or a license will be without prejudice to any other remedies that the terminating party may have under law, subject to the limitations and exclusions set forth in this Agreement.

If so required by law enforcement or legal process, or in the event of an imminent security risk to Boomi or its customers, Boomi may suspend Customer's use of the Boomi Services, and Customer will not be responsible for any fees during any such suspension period to the extent the suspension is not caused by Customer. Boomi will make commercially reasonable efforts under the circumstances to provide prior notice of any such suspension.

7. Export. The DIR Contract shall govern Export Compliance under this Agreement.

8. Warranties and Remedies.

(a) **Warranties & Remedies.** Boomi warrants that, during the term of an Order, the applicable Boomi Services will (i) substantially conform to the applicable Documentation (the "**Operational Warranty**"); and (ii) be available twenty-four hours a day, seven days a week except for scheduled maintenance, the installation of updates, and factors beyond the reasonable control of Boomi (the "**Availability Warranty**"). Customer's sole and exclusive remedy and Boomi's sole obligation for any breach of the Operational Warranty or Availability Warranty will be for Boomi to provide a fix or reasonably accepted workaround for the Boomi Services and for Boomi to provide Service Level Credits as defined at www.boomi.com/sla.

(b) **Warranty Disclaimer.** THE EXPRESS WARRANTIES AND REMEDIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES AND REMEDIES RECOVERABLE. TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW AND THE TEXAS CONSTITUTION, ALL OTHER WARRANTIES OR REMEDIES ARE EXCLUDED, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. BOOMI DOES NOT WARRANT THAT BOOMI SERVICES WILL BE UNINTERRUPTED, MALWARE FREE, OR ERROR-FREE.

(c) **High-Risk Disclaimer.** CUSTOMER UNDERSTANDS AND AGREES THAT THE BOOMI SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HIGH-RISK OR HAZARDOUS ENVIRONMENT, INCLUDING WITHOUT LIMITATION, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT OPERATION OR AIR TRAFFIC CONTROL, LIFE SUPPORT, WEAPONS, OR ANY OTHER APPLICATION WHERE FAILURE OR MALFUNCTION CAN REASONABLY BE EXPECTED TO RESULT IN DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR SEVERE ENVIRONMENTAL HARM (A "**HIGH RISK ENVIRONMENT**"). ACCORDINGLY, (I) CUSTOMER SHOULD NOT USE THE BOOMI SERVICES IN A HIGH-RISK ENVIRONMENT, (II) ANY USE OF THE BOOMI SERVICES BY CUSTOMER IN A HIGH-RISK ENVIRONMENT IS AT CUSTOMER'S OWN RISK, (III) BOOMI, ITS AFFILIATES AND SUPPLIERS WILL NOT BE LIABLE TO CUSTOMER IN ANY WAY FOR USE OF THE BOOMI SERVICES IN A HIGH-RISK ENVIRONMENT, AND (IV) BOOMI MAKES NO WARRANTIES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING USE OF THE BOOMI SERVICES IN A HIGH-RISK ENVIRONMENT.

9. Infringement Indemnity. The DIR Contract shall govern infringement indemnity under this Agreement per Section 10(a)(3). Boomi represents and warrants that Boomi is a third party software licensor and agrees to adopt infringement indemnification obligations under the DIR Contract outlined in Section 10(a)(3).

10. Limitation of Liability.

For any claim or cause of action arising out of or related to this Agreement: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Boomi's cumulative liability for all claims and damages of any kind to Customer under the Agreement shall be limited, in the aggregate, to the greater of (A) three (3) times the amount paid and owed for the Boomi Services during the twelve (12) months preceding the event giving rise to the claim or cause of action; or (B) the maximum liability amount specified in the Boomi Master Services Agreement (howsoever named) that may be added to the DIR Contract as an appendix or attachment after the effective date of this Agreement. The foregoing limitations shall apply regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. However, this limitation of Boomi's liability shall not apply to (i) Boomi's indemnification obligations for claims of patent, trademark, or copyright infringement of Boomi

Services and deliverables as set forth in Section 9; and (ii) a Security Incident involving a willful misuse or willful unauthorized disclosure of CPA data.

NOTHING HEREIN WAIVES OR LIMITS ANY CLAIM OF EITHER PARTY FOR VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER, INCLUDING BY USE OF INTELLECTUAL PROPERTY OUTSIDE OF APPLICABLE LICENSE SCOPE.

THE PARTIES AGREE THAT THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR BOOMI PROVIDING PRODUCTS AND SERVICES TO CUSTOMER, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR FAILURES.

In no event may Customer bring any claim against a contractor, licensor, or supplier to Boomi for a matter associated with performance of this contract, beyond the amounts and theories of liabilities permitted if such claim were asserted against Boomi itself hereunder.

11. Confidential Information.

(a) **Definition. "Confidential Information"** means information or materials disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") that are not generally available to the public and which, due to their character and nature, a reasonable person under like circumstances would treat as confidential, including, without limitation, financial, marketing, and pricing information, trade secrets, know-how, proprietary tools, knowledge and methodologies, the Boomi Services, the Software (in source code and/or object code form), information or benchmark test results regarding the functionality and performance of the Software, any Software license keys provided to Customer, and the terms and conditions of this Agreement.

Confidential Information will not include information or materials that (i) are generally known to the public, other than as a result of an unpermitted disclosure by the Receiving Party after the Effective Date (ii) were known to the Receiving Party without an obligation of confidentiality prior to receipt from the Disclosing Party; (iii) the Receiving Party lawfully received from a third-party without that third-party's breach of agreement or obligation of trust; (iv) are or were independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (v) is transmitted or processed by Customer using Boomi Services and not sent by Customer for specific review by or discussion with personnel of Boomi; or (vi) is rightfully disclosed in accordance with Texas Public Information Act, Chapter 552 of the Texas Government Code.

(b) **Obligations.** The Receiving Party will (i) not disclose the Disclosing Party's Confidential Information to any third-party, except as permitted in subsection (c) below and (ii) protect the Disclosing Party's Confidential Information from unauthorized use or disclosure by exercising at least the same degree of care it uses to protect its own similar information, but in no event less than a reasonable degree of care. The Receiving Party will promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Disclosing Party's Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights. For the avoidance of doubt, this Section will apply to all disclosures of the parties' Confidential Information as of the Effective Date, whether or not specifically arising from a party's performance under this Agreement.

(c) **Permitted Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent to any of its Affiliates, directors, officers, employees, consultants, contractors or representatives (collectively, the "**Representatives**"), if they (i) have a "need to know" in order to carry out the purposes of this Agreement or to provide professional advice in connection with this Agreement, (ii) are legally bound to the Receiving Party to protect information such as the Confidential Information under terms at least as restrictive as those provided herein, and (iii) have been informed by the Receiving Party of the confidential nature of the Confidential Information and the requirements regarding restrictions on disclosure and use as set forth in this Section. The Receiving Party will be liable to the Disclosing Party for the acts or omissions of any Representatives to which it discloses Confidential Information which, if done by the Receiving Party, would breach this Agreement. It shall not breach this Section for the Receiving Party to disclose the Disclosing Party's Confidential Information as may be required by law, by tax or government authorities, or by legal process, provided that the Receiving Party provides prior notice of such disclosure to the Disclosing Party unless expressly prohibited from doing so by a court, arbitration panel or other legal authority of competent jurisdiction.

12. Personal Data.

(a) **Definitions.** For purposes of this Section, "**Personal Data**" means any information relating to an identified or identifiable natural person that is submitted by Customer to the Boomi Services during this Agreement or which is received, accessed and/or processed by Boomi in the capacity of "processor" acting on behalf of Customer, as "controller", in connection with the performance of the Boomi Services under this Agreement. "**Privacy Laws**" means any applicable law regarding privacy, data protection, and/or the processing of Personal Data to which Boomi and/or the Customer are subject and which is applicable to the parties' data protection obligations under this Agreement, including if applicable the General Data Protection Regulation (EU) 2016/679.

(b) **Instructions.** To the extent Customer transfers any Personal Data to Boomi, Customer hereby (a) represents that it has the right to transfer the Personal Data to Boomi, and (b) instructs Boomi to process the Personal Data for the purposes of performing its obligations and complying with its rights under this Agreement and any applicable Orders. Boomi will process the Personal Data only in accordance with Customer's instructions detailed in this Section 12 and Customer's configurations and administrative settings, which shall comprise Customer's complete instructions regarding the processing of the Personal Data. Customer retains responsibility for all data that Customer integrates through the Boomi Services, and is responsible for complying with applicable Privacy Law regarding the lawfulness of the Processing of Personal Data including all activities requested hereunder by Customer, and, in particular, for ensuring that the data subjects (who the data pertains to) of any data transmitted by Customer have consented to the processing of the Personal Data by Boomi. To the extent Customer transfers any Personal Data to Boomi, Boomi will have no liability to Customer for any breach of this Agreement resulting from Boomi's compliance with Customer's system configurations or instructions.

Customer acknowledges that Boomi does not sell a data storage service, the Boomi Services generally include a number of controls including security features and functionality such as purge data settings, user role settings and support access settings. Customer is responsible for reviewing the default settings and onboarding materials, and for properly configuring the Boomi Services to fit Customer's security and operational needs and should the Boomi Services be configured to move data from one point to another Customer is responsible for ensuring that Customer is rightfully integrating among connected systems, whether Customer transmits data outside of a particular cloud or system, outside of a particular geography, or otherwise.

(c) **Compliance.** Each party will comply with their respective obligations under the Privacy Laws in relation to the processing of Personal Data under this Agreement. Except as permitted herein or to the extent required by Privacy Laws or legal process, Boomi will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including to prevent unauthorized disclosure of or access to Personal Data by third parties, and will only store and process Personal Data as required to fulfill its obligations under this Agreement and any applicable SO's or Orders and/or as required by the Privacy Laws. To the extent permitted by the Texas Constitution and Texas law, Customer's exclusive remedy and Boomi's sole obligation for any breach of this Section 12 will be for Boomi to pay or reimburse Customer for the reasonable costs of notification, credit monitoring, and call center support, each to the extent made necessary by the breach and required by applicable law.

(d) **International Transfers & Subprocessors.** To the extent Customer transfers any Personal Data to Boomi, Customer authorizes Boomi, in connection with the provision of the Boomi Services, or in the normal course of business, to make worldwide transfers of Personal Data to its "**Subprocessors**" (meaning any processor engaged by Boomi, who agrees to receive from Boomi, or from another Boomi Subprocessor, Personal Data intended for processing activities to be carried out on behalf of the Customer under the terms of this Agreement and the written subcontract) where Customer has configured its Boomi Services to direct such transfer and additionally to the extent necessary to provide Support Services. When making such transfers, Boomi will ensure appropriate agreements are in place with such Subprocessors to seek to safeguard the Personal Data transferred under or in connection with this Agreement. Where the provision of the Boomi Services involves the transfer of Personal Data from the EEA to countries outside the EEA (which are not subject to an adequacy decision under Privacy Laws), Boomi further affirms to Customer that it has adequate agreements in place (both intra-group agreements with any Affiliates as well as with its Subprocessors which may have access to the Personal Data) incorporating the Standard Contractual Clauses. To the extent Customer transfers any Personal Data to Boomi, Customer agrees that Personal Data may be sent to Subprocessors as part of Boomi's Support Services and therefore authorizes Boomi, by means of general consent, to appoint and use Subprocessors to process the Personal Data in connection with the Services. Where Boomi appoints Subprocessors, Boomi will put in place a contract with each Subprocessor that imposes appropriate obligations that are (i) relevant to the Services to be provided by that Subprocessor and (ii) materially equivalent to the obligations imposed on Boomi under this Section 12. Subprocessors may include third parties or any Boomi Affiliate. Boomi will provide a list of Subprocessors that it engages to support the provision of the Services upon written request by the Customer or Boomi will list such Subprocessors at a web site linked by Boomi's URL.

13. Conduct. Customer may not reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the underlying source code of the Software, or any part thereof unless and to the extent such restrictions are prohibited by applicable law. Customer may not (i) modify, translate, localize, adapt, rent, lease, loan, create or prepare derivative works of, or create a patent based on the Boomi Services, or any part thereof, (ii) resell, provide, make available to, or permit use of or access to the Boomi Service or associated access credentials, in whole or in part, by any third party except as permitted under Section 2(c) (Use by Third Parties) of this Agreement, (iii) use the Boomi Services to create or enhance a competitive offering or for any purpose which is competitive to Boomi, (iv) perform or fail to perform any other act which would result in a misappropriation or infringement of Boomi's intellectual property rights in the Boomi Services. Each permitted copy of the Software made by Customer hereunder must contain all titles, trademarks, copyrights and restricted rights notices as in the original. In connection with the use of Boomi Services, Customer may not (v) attempt to use or gain unauthorized access to Boomi's or to any third-party's networks or equipment; (vi) except as permitted under this Agreement during the annual penetration test coordinated by Boomi and performed by a third-party, attempt to probe, scan or test the vulnerability of the Boomi Services, or a system, account or network of Boomi or any Boomi customers or suppliers; (vii) engage in fraudulent, offensive or illegal activity or intentionally engage in any activity that infringes the intellectual property rights or privacy rights of any individual or third party or transmit through the Boomi Service any data or information without the legal right to do so; (viii) transmit unsolicited bulk or commercial messages or intentionally distribute worms, Trojan horses, viruses, corrupted files or any similar items; (ix) restrict, inhibit, interfere or attempt to interfere with the ability of any other person, regardless of purpose or intent, to use or enjoy the Boomi Services or a user's network, or cause a performance degradation to any facilities used to provide the Boomi Services. If Customer purchases any managed services from Boomi, Customer will not cause Boomi to use anything for which Boomi would need to obtain a license from such third-party in order to provide those managed services. Customer will cooperate with Boomi's reasonable investigation of Boomi Services outages, security issues, and any suspected breach of this Section.

14. Boomi Flow Terms. If Customer uses a Boomi Service in connection with creation and hosting of external-facing websites, Customer will comply with applicable law in any use of cookies or other tracking technologies on such websites. Customer will be fully responsible for its violations of applicable law or third party rights in connection with Boomi Flow and Customer will promptly remove any illegal or offensive content from Customer systems. Boomi may also disable the applicable content, or the Boomi Flow service (howsoever named) or any application interacting therewith, until the potential violation is resolved. A "**Non-Boomi Flow Application**" means a web-based or offline software application that is provided by Customer or a third-party and interoperates with the Boomi Flow service sold hereunder, including, for example, an application that is developed by or for Customer or is listed on a Marketplace, i.e., an online directory, catalog or marketplace of applications that interoperate with the Boomi Flow Services. Any acquisition by Customer of a Non-Boomi Flow Application, and any exchange of data between Customer and any non-Boomi Flow provider, is solely between Customer and the applicable non-Boomi Flow provider. Boomi does not warrant or support Non-Boomi Flow Applications, nor is it responsible for any results or effects of Customer's use of such applications. If Customer installs or enables a Non-Boomi Flow Application for use with a Boomi Flow Service, Customer grants Boomi permission to allow the provider of that Non-Boomi Flow Application to access Customer data as required for the interoperation of that Non-Boomi Flow Application with the Boomi Flow Service. Boomi Flow Services may contain features designed to interoperate with Non-Boomi Flow Applications, for which Customer may be required to grant Boomi access. If the provider of a Non-Boomi Flow Application ceases to make the Non-Boomi Flow Application available for interoperation with the corresponding Boomi Flow Service features on terms acceptable to Boomi, Boomi may cease providing those features without entitling Customer to any refund, credit, or other compensation.

15. General.

(a) **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any conflict of laws principles that would require the application of laws of a different state. Any action seeking enforcement of this Agreement or any provision hereof will be brought exclusively in the state courts located in Travis County, Texas. The parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods, nor the Uniform Computer Information Transaction Act (UCITA) will apply to this Agreement, regardless of the states in which the parties do business or are incorporated.

(b) **Assignment.** Except as otherwise set forth herein, Customer will not, in whole or part, assign or transfer any part of this Agreement, whether licenses or any other rights, interests or obligations, whether voluntarily, by contract, by operation of law or by merger (whether that party is the surviving or disappearing entity), stock or asset sale, consolidation, dissolution, through government action or order, or otherwise without the prior written consent of Boomi. Any attempted transfer or assignment by Customer that is not permitted by this Agreement will be null and void.

(c) **Severability.** If any provision of this Agreement, including but not limited to those that limit, disclaim or exclude warranties, remedies, or damages, will be held by a court of competent jurisdiction to be contrary to law, such provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. The parties agree: (1) they have relied on the damage and warranty limitations and exclusions set forth in this Agreement; (2) they acknowledge the terms represent the allocation of risk as set forth in the Agreement; and (3) they would not enter into this Agreement without such terms.

(d) **Use by U.S. Government.** The Software is a "commercial item" under FAR 12.201. Consistent with FAR section 12.212 and DFARS section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software or Documentation by the U.S. government is prohibited except as expressly permitted by the terms of this Agreement. In addition, when Customer is a U.S. government entity, the language in Subsection (ii) of the *Infringement Indemnity* Section of this Agreement and the *Injunctive Relief* Section of this Agreement will not be applicable.

(e) **Notices.** All notices provided hereunder will be in writing and addressed to the legal department of the respective party or to such other address as may be specified in an Order or in writing by either of the parties to the other in accordance with this Section. Except as may be expressly permitted herein, notices may be delivered personally, and sent via a nationally recognized courier or overnight delivery service. Any legal notice to Boomi must be sent simultaneously to Boomi Legal by email to boomilegal@dell.com and mailed by first class mail, postage prepaid. All notices, requests, demands or communications will be deemed effective upon personal delivery or, if sent by mail, four (4) days following deposit in the mail in accordance with this paragraph, or if sent by email, the following business day.

(f) **Waiver.** Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

(g) **Counterparts.** This Agreement and the applicable Order(s) may be executed in one or more counterparts, including by facsimile, electronically, or via scanned copies, each of which will be deemed an original and will constitute one and the same instrument.

(h) **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service as a result of causes beyond its reasonable control, including without limitation, acts of God, terrorism, strikes, lockouts, riots, acts of war, epidemics, communication line failures, and power failures, third-party created malware. For added certainty, this Section will not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

(i) **Equal Opportunity.** Boomi, Inc. is a federal contractor and Affirmative Action employer (M/F/D/V) as required by the Equal Opportunity clause C.F.R. § 60-741.5(a).

(j) **Headings.** Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. This Agreement will not be construed either in favor of or against one party or the other, but rather in accordance with its fair meaning. When the term "including" is used in this Agreement it will be construed in each case to mean "including, but not limited to."

(l) **Entire Agreement.** This Agreement is intended by the parties as a final expression of their agreement with respect to the subject matter thereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. This Agreement supersedes any "clickwrap," "shrinkwrap," or other license agreement that may accompany the Boomi Services as of the effective date of the Agreement, except for the links specifically referenced herein, www.boomi.com/legal/service and www.boomi.com/sla. This Agreement and the applicable Order and/or Service Order will constitute the complete and exclusive statement of the terms and conditions and no extrinsic evidence whatsoever may be introduced in any proceeding that may involve the Agreement. Each party acknowledges that in entering into the Agreement it has not relied on and will have no right or remedy in respect of, any statement, representation, assurance or warranty other than as expressly set out in the Agreement. In those jurisdictions where an original (non-faxed, non-electronic, or non-scanned) copy of an agreement or an original (non-electronic) signature on agreements is required by law or regulation, the parties hereby agree that, notwithstanding any such law or regulation, a faxed, electronic, or scanned copy of and a certified electronic signature on this Agreement or any Order or Service Order will be sufficient to create an enforceable and valid agreement. The terms of this Agreement will control over any conflicting terms and conditions contained in an Order or Service Order, except where this Agreement specifically allows for an Order or Service Order to supersede. Neither this Agreement, nor an Order or Service Order, may be modified or amended except by a writing executed by a duly authorized representative of each party.

16. CPA Provisions.

16.1 Information Security Requirements

Boomi shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security pertaining to confidential CPA information. Each individual who will require access to or may be exposed to confidential CPA information must sign the CPA Confidential Treatment of Information Acknowledgement (CTIA) form.

16.2 CPA Data Safeguard Standards

(a) **Defined Terms.** The term "CPA Data" refers to CPA's information as well as other entity information in the possession of CPA that is processed, stored, or transmitted by a computer. CPA Data includes all data that is generated by Boomi in performance of a contract with CPA. The term "CPA Information System" refers to those devices, software, networks and related infrastructure that CPA owns, operates or has obtained for use to conduct CPA business. Devices include, but are not limited to, CPA-owned or managed storage, processing, and communications devices, as well as personally owned devices.

(b) **Access to CPA Data.** Boomi will implement, maintain, and use appropriate administrative, technical, and physical safeguards to preserve the confidentiality, integrity, and availability of CPA Data. Boomi will not collect, access, use, disclose, or retain CPA Data other than as necessary to perform the services specified in this Agreement or as otherwise authorized in writing by CPA. Boomi will restrict access to CPA Data to only those personnel who must have the information on a "need to know" basis. Boomi will not use CPA Data, or any information derived from CPA Data, for its own benefit or the benefit of any other person or entity except for Boomi Suggest service. Boomi will not share CPA Data with its parent company or other affiliate without CPA's express written consent.

(c) **Remote Access to CPA Information Systems.** Boomi shall not request or require remote access to CPA Information Systems in performance of any obligations arising under this Agreement.

(d) **Location of CPA Data.** CPA shall have control of configuring the Software and will control the location of CPA Data. Boomi agrees that CPA will configure the Software so that CPA Data will remain, at all times, within the continental United States. Boomi shall receive, process, transmit, and store all CPA Data in accordance with CPA's configuration of the Software. Boomi shall not change CPA's configuration without CPA's prior written consent. CPA acknowledges that CPA Data may be accessed from outside the continental United States for customer technical support for the Software; provided that Boomi's point of remote access, in conjunction with the customer technical support, to CPA Data shall be within the continental United States.

(e) **Encryption Standards.**

- (1) Boomi shall encrypt CPA Data in transit and at rest. Data in transit means data is moving in applications, or through browsers and other web connections. Data at rest (including data backups) means data is stored in databases, the cloud, removable media, or mobile devices.
- (2) Boomi shall utilize encryption standards that are FIPS 140-2 compliant or, upon the written approval of CPA's Chief Information Security Officer, shall meet the intent of the standards as described in FIPS 140-2.
- (3) The minimum cryptographic algorithm used by Boomi must be Advanced Encryption Standard (AES) 128 or higher (256 AES is preferred).
- (4) Boomi shall encrypt CPA Data transmitted over a public or private network. CPA approved data encryption transmission protocols include the following: (1) SFTP (FTP over SSH), (2) FTPS (FTP over SSL), (3) HTTPS (HTTP over SSL), and (4) virtual private network.

(f) **Information Security Plan and Auditable Information Security Framework.** Boomi will develop, implement, and maintain a comprehensive written Information Security Plan that contains administrative, technical, and physical safeguards designed to: (i) ensure the confidentiality, integrity and availability of CPA Data; (ii) protect against unauthorized access to or use of CPA Data; and (iii) comply with all applicable legal and regulatory requirements for data protection. Boomi shall secure its own and its third-party service providers' systems (e.g., IT service provider, Cloud Service Provider) in a manner consistent with an auditable information security framework e.g., NIST, ISO 27001. CPA reserves the right to immediately terminate any access to a CPA Information System.

(g) **Independent Information Security Assessment.** If Boomi has access to a CPA Information System or receives, processes, transmits, or stores CPA Data, then upon CPA request, Boomi shall provide a summary report of the most recent information security assessment conducted by an independent third-party e.g., SSAE-16 SOC 2 Type II, ISO 27002. CPA, in its sole discretion, may conduct a security assessment of any information system holding CPA Data or connected to a CPA Information System. CPA's security assessment may consist of a review of the following: (i) independent third-party assessment(s) contracted by Boomi e.g., SSAE-18 SOC 2 Type II, ISO 27002, and (ii) Boomi's Information Security Plan, but will not in any event include on-site audits.

(h) **Reserved.**

(i) **Media Sanitization.** Boomi's CSP (as defined below) shall sanitize information system media, both digital and non-digital, in accordance with NIST Special Publication 800-88 (Guidelines for Media Sanitization) when CPA Data in the custody of Boomi is no longer required to be retained by contract with CPA. Boomi's obligations set forth in this clause survive the termination or expiration of this Agreement as long as Boomi retains CPA Data.

(j) **Third-Party Service Providers.** It is Boomi's sole responsibility to ensure that its access and the access Boomi grants to its service providers to CPA Data or CPA Information Systems does not result in unauthorized access to CPA Data or CPA Information Systems.

(k) **Reserved.**

(l) **Reserved.**

(m) Reserved.

(n) Cloud Computing Environment Specific Requirements. The following requirements apply if Boomi is a Cloud Service Provider (CSP) or contracts with a CSP to receive, process, transmit, or store CPA Data.

(1) Security Control Verification. CSP shall provide to CPA evidence that it has implemented security controls correctly, the controls are operating as intended, and the controls are producing the desired outcome with respect to meeting security requirements for the information system. Acceptable documentation includes:

- Level One: CSA STAR Self-Assessment;
- Completed CSA Consensus Assessment Initiative Questionnaire;
- CSP information security plan; and
- CSP information security policies and procedures.

(2) Penetration Test. CSP shall undergo an annual penetration test. CSP shall provide a summary of the penetration test results to CPA upon written request.

(3) Data Center Resiliency, Environmental Protections, and Physical Security. CSP shall provide multiple geographic regions and availability zones to ensure resiliency in the event of natural disasters, common equipment failures, or information system failures. The CSP data center(s) shall ensure electrical power systems are fully redundant and maintainable without interruption to continuous operations. CSP shall provide backup power through various mechanisms including, but not limited to, UPS batteries. CSP backup power shall supply consistently reliable power protection during utility brownouts, blackouts, over voltage, under voltage, and out-of-tolerance frequency conditions. The CSP data center(s) shall use generators to provide power to critical equipment and customer loads. Trained security personnel shall staff the CSP data center(s) twenty-four hours a day, seven days a week. CSP shall use a security organization responsible for physical security functions to monitor its data center(s). The CSP data center(s) shall have state-of-the-art electronic surveillance and multi-factor access control systems. CSP shall authorize physical access to its data center(s) strictly on a least privilege basis and access control systems shall log unauthorized activity and failed access attempts.

(4) The Boomi AtomSphere is compliant with any SAML 2 IDP CPA chooses.

(5) Court and Administrative Orders. Except as otherwise required by law, the CSP shall promptly notify CPA of any subpoena, judicial, or administrative order that it receives and which relates to CPA Data held by the CSP.

16.3 Security Incident Notification

Boomi shall have policies and procedures for the effective management of Security Incidents which shall be made available to CPA upon written request. Within seventy-two (72) hours of Boomi's discovery that there has been an event which results in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of confidential CPA information ("Security Incident"), Boomi shall provide notice to CPA by calling (800) 531-5441 EXT 34357. Until the investigation is complete, Boomi shall submit on a daily basis, or as otherwise agreed by CPA where there is a specific security incident that affects CPA directly, a written report via email to help.desk@cpa.texas.gov (provided CPA lists this email in the software platform as its notification address for email alerts) which includes, at a minimum, the following:

- Date and time incident occurred,
- Date and time incident detected,
- Date and time incident contained,
- Address where incident occurred,
- Name of person(s) that discovered incident,
- Description of how Boomi discovered incident,
- Type of CPA information involved,
- Description of the nature of the incident,
- Description of the steps Boomi has taken or will take to investigate incident,
- Description of the steps Boomi has taken or will take to mitigate any negative impacts of incident,
- Information technology involved (e.g., laptop, server, mainframe),
- Description of steps taken to preserve computer evidence and maintain chain of custody, and
- Description of corrective action Boomi has taken or will take to prevent future incidents.

Boomi shall coordinate all media or other breach notifications related to the CPA Data, other than to nonaffiliated third parties (other than other customers affected by the same Security Incident, a Subprocessor potentially possessing relevant information, or experts or consultants utilized by Boomi), of any Security Incident related to CPA Data without CPA's advance written consent of such notification(s), unless expressly prohibited by law. Nothing in this clause shall prevent Boomi from notifying other customers whose data may be affected by the Security Incident. Boomi shall provide notice at its own cost that satisfies the requirements of applicable law to individuals whose information was compromised or likely compromised as a result of the Security Incident. If CPA is required by law to send its own separate notice, then all costs associated with preparing and providing the notice shall be reimbursed to CPA by Boomi. To the extent permitted by the Texas Constitution and Texas law and except as otherwise provided herein, CPA's sole and exclusively remedies for any Security Incident will be limited to the foregoing notification, credit monitoring, and call center support, each to the extent made necessary by the Security Incident and required by applicable law.

16.4 Disaster Recovery Plan. Upon request of CPA, Boomi shall provide copies of its most recent business continuity and disaster recovery plans.

16.5 Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract. Boomi and CPA shall comply with the rules CPA has adopted under Chapter 2260 of the Texas Government Code, codified at 34 Texas Administrative Code §§1.360-1.387.

16.6 State Auditor's Right to Audit. Acceptance of funds under this Agreement by Boomi acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Boomi further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Boomi will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Boomi or directly by Boomi and the requirement to cooperate is included in any subcontract it awards pertaining to this Agreement. Under the direction of the Legislative Audit Committee, an entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Except as otherwise specifically provided under this Agreement, this section does not grant Customer the right to audit the Boomi's Services, Boomi's IT or security services, or Boomi's third-party Subprocessors.

16.7 Excess Obligations Prohibited. This Agreement is subject to termination or cancellation in accordance with the DIR Contract, either in whole or in part, subject to the availability of state funds.

16.8 Texas Public Information Act. Boomi acknowledges CPA is a governmental body as defined by Texas Government Code, Section 552.003 and is subject to the Texas Public Information Act. Boomi also acknowledges that CPA is a government body and will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

16.9 Boomi Certifications.

- (1) Boomi represents and warrants that it has read and understood and shall comply with CPA's Anti-Fraud Policy, located on CPA's website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such policy currently reads and as it is amended throughout the term of this Agreement.
- (2) Pursuant to Section 2270.002 of the Texas Government Code, Boomi certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Agreement. Boomi shall provide a statement of any facts that make it exempt from the boycott certification.
- (3) Boomi represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- (4) Boomi additionally certifies that it:
 - (i) is not currently delinquent in the payment of any franchise tax owed the State and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Agreement may be terminated and payment withheld if this certification is inaccurate;
 - (ii) under Section 2155.004, Texas Government Code, Boomi certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate;
 - (iii) under Section 2155.006, and Section 2261.053, Texas Government Code, is not ineligible to receive the specified contract and acknowledge that this Agreement may be terminated and payment withheld if this certification is inaccurate;
 - (iv) agrees that any payments due under this Agreement will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
 - (v) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
 - (vi) for its performance of this Agreement, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441. This certification will not be interpreted to prohibit or impair Boomi's provision of product from its then current and commercially available inventory.
 - (vii) has not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
 - (viii) as of the effective date of this Agreement, is not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;
 - (ix) is in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of CPA;
 - (x) certify that the provision of goods and services or other performance under this Agreement will not constitute an actual or potential conflict of interest and certify that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of this Agreement, certify it shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
 - (xi) Boomi and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;
- (5) During the term of the Agreement, Boomi will, for itself, promptly disclose to CPA any changes that occur to the foregoing certifications. Boomi covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized representatives.

Boomi, Inc.

By: Christopher Port
Name: Christopher Port
Title: Chief Operating Officer
Date: 08/01/2019

Texas Comptroller of Public Accounts (Customer)

By: [Signature]
Name: Lisa Craven
Title: Deputy Comptroller
Date: 8.1.19
Address: 111 East 17th Street, Austin, TX 78774