



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

March 12, 2008

CONTRACT TITLE: FOCUS/ I-WAY SOFTWARE & MAINTENANCE SUPPORT SERVICES

CURRENT CONTRACT PERIOD: December 31, 2007 through December 31, 2011

BUYER INFORMATION: Name *Julie Lombard* (formerly “Branigan”)
Phone (573) 751-4148
Email address Julie.Lombard@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	12/21/03 to 12/31/06	12/31/11

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C204043001	1328071850 0	<p>INFORMATION BUILDERS, INC. 16401 SWINGLEY RIDGE RD., SUITE 200 CHESTERFIELD, MO 63017</p> <p>Contact: Tom Berardi Phone: (636) 519-1411 Fax: (636) 519-1937 Email: tom_berardi@ibi.com</p>	NO	YES

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance.

Contract Period	Issue Date	Summary of Changes
12/31/07 to 12/31/11	11/9/09	DPMM buyer contact name change and email change – as listed on cover page of this notice.
12/31/07 to 12/31/11	3/12/08	New account manager point of contact listed on the cover page of this notice.
12/31/07 to 12/31/11	01/29/08	<p>RENEWAL OF CONTRACT.</p> <p>NOTE: Amendment #002 to statewide contract C204043001 results in having all the remaining renewal options available in the contract to be exercised all at once thereby having the contract renewed through December 31, 2011. By doing so, the contractor, Information Builders, Inc, will reduce the mainframe maintenance pricing stated in Exhibit A of the amendment by \$25,000 for the first year of this time period and to also provide an additional \$10,000.00 off each of the additional 3 years, which totals a \$55,000 cost savings over this 4 year period. Remaining payments shall be as stipulated in Amendment #002 with the payment due dates not changing from what was originally stipulated in the contract.</p> <p>All other terms and conditions and provisions of the contract, including the termination clause for convenience and the cancellation of maintenance provisions with 30 days prior written notice, remain the same and shall apply thereto.</p>
1/1/07 to 12/31/07	12/18/06	RENEWAL OF CONTRACT.
12/21/03 to 12/31/06	12/30/03	Initial issuance of new statewide contract. This contract replaces previous statewide contract C200066001 in its entirety.

SAM II Line Item	C/S Code and Description
001	20999 Mainframe Software Acquisitions
002	20899 Midrange / Microcomputer Software Acquisitions
003	92045 Software Maintenance and Support Services (all platforms)
004	92047 Miscellaneous Support Services

SUMMARY OF GENERAL CONTRACT INFORMATION

(Refer to the official Contract C204043001 document for further information and provisions)

1.1 Purpose:

- 1.1.1 In accordance with RSMo. 34.044., single feasible source, the State of Missouri hereby establishes a statewide contract with Information Builders, Inc. for the provision of Focus, EDA, and I-Way Software and Maintenance support services pursuant to the terms, conditions, and requirements specified herein. This contract, established via SFS B2Z04043, shall supercede and replace contract C200066001 in its entirety.
- a. Exhibit A is specifically for Information Builder's system software products that operate at the State Data Center on the IBM mainframe or Plug Compatible environments. This contract will include operation on zOS that is substantially equivalent to the MVS or OS/390 operating system and allows for unlimited usage/users of the EDA and FOCUS software products as referenced on page 14 (Exhibit A) of this contract. The license granted herein allows the State to transfer/operate the licensed software to/on successor types of CPU(s) with no additional fees, including those types of "successor CPU(s)" which are not in existence as of the date of this Amendment. It also includes unlimited usage/users of WEBfocus for self service parameter driven applications. The State of Missouri will not make IBI system software products available to 3rd parties for application development. Contractors for the State of Missouri may utilize the IBI system software products to develop applications on the State Data Center CPUs that are for the benefit of the State of Missouri.
 - b. Exhibit B is specifically for Information Builder's system software products that operate at the state agencies specified therein on various platform environments as indicated in Attachment 1 (Contract Summary Sales File). Prior to December 1st of each year, IBI shall send to the Division of Purchasing and Materials Management an updated Contract Summary Sales File showing the current inventory of products that each individual agency has utilization of as shown in Attachment 1. Products listed on Exhibit B are subject to upgrade fees and additional user fees if applicable when systems are upgraded or more users than authorized are using the products. The maintenance amounts specified in Exhibit B must be mutually agreed to between the contractor and the state agency.

1.2 Cooperative Procurement:

- 1.2.1 The contractor hereby agrees with participation in the Cooperative Procurement Program, the contractor shall provide **Focus, WEBFOCUS and EDA software, and I-Way Software and Maintenance Support Services and also included in this contract are one-time license fees associated with upgrades, the inclusion of WEBFOCUS and allowing unlimited users to access and utilize these products** as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.state.mo.us/statutes/C000-099/0670000360.HTM>) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.3 Terminology/Definitions

- 1.3.1 Whenever the following words and expressions appear in this document or any amendment thereto, the definition or meaning described below shall apply.
- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
 - b. **Amendment** means a written, official modification to a contract.

- c. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- d. **Contractor** means a person or organization who enters into a contract.
- e. **CPU** shall mean any computer or computer system that is used in the State of Missouri's business to store, process, or retrieve data or perform other functions using Operating Systems and applications software as described herein.
- f. **May** means that a certain feature, component, or action is permissible, but not required.
- g. **Module** shall mean a collection of routines and data structures that perform a specific function of the Licensed Software.
- h. **Must** means that a certain feature, component, or action is a mandatory condition.
- i. **Perpetual Use** shall mean that the contractor shall give the State the right to use the licensed software perpetually for no additional costs other than those stated under the terms and conditions of the contract.
- m. **Platform** shall mean the underlying computer system on which the software application programs can run. A change in platforms shall mean that the specific hardware and Operating System combination that is described herein has changed/switched to a significantly different hardware and Operating System combinations to the extent that a different version of the Licensed Software Product is required to execute properly in the environment established by such changed hardware and Operating System combination.
- n. **Product** shall mean a Module, a System, or any other software-related item (which may include hardware) provided by the contractor to the State of Missouri.
- o. **Release** shall mean the distribution of a new product or new function and program fixes based on or for an existing product. Such software releases are provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- p. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- q. **Shall** has the same meaning as the word must.
- r. **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- s. **System** shall mean any collection or aggregation of two (2) or more Modules of the licensed software that is designed to provide a specific functionality.
- t. **Term License** means the right to use the software throughout the applicable contract period, and exercised renewal options, contingent upon payment of fees specified herein.
- u. **Upgrade** shall be any improvement or change in the software that improves or alters its basic function but does not require a separate license. Upgrades shall be inclusive of all new releases. Such software upgrades are provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- v. **Version** shall mean a separate licensed program, based on an existing licensed program that has significant new code or new function(s).

2. CONTRACTUAL REQUIREMENTS

Contract Period:

The initial contract period shall be December 21, 2003 through December 31, 2006. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of this contract period.

Renewal Options:

Renewal Options for Exhibit A and B: On-going Software Maintenance and one-time license fees associated with upgrades, the inclusion of WEBFOCUS and allowing unlimited users to access and utilize these products for Existing Software Inventory as Specified in Exhibit A and B. Other software as acquired by other agencies to operate on the agencies independent computers will be negotiated on an agency by agency basis per the terms of this contract agreement. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for on-going maintenance support services for five (5) additional one-year periods. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract, *including prices*, applicable to the above-referenced products and/or services shall

remain the same and apply during the extension period(s). unless a new contract is negotiated or otherwise mutually agreed to by all parties. ***At the end of the 6th year term, the State reserves the right to negotiate price.***

Renewal Options for New Acquisitions (occurring after the date of 12/31/06) and Software Maintenance thereof: The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for additional acquisitions and services for five (5) additional one-year periods. In the event the Division of Purchasing and Materials Management exercises such right, all other terms and conditions, requirements and specifications of the contract, including prices, applicable to the above-referenced products and/or services shall remain the same and apply during the extension period(s) with the exception of price. In no event shall pricing increases exceed 5% of the previous year's pricing during these extension periods.

For Exhibit B, the Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price specified and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.

If all renewal options are exercised then at the end of the eighth (8) year term, the State of Missouri and Information Builders will negotiate in good faith for subsequent contract renewal periods for continued operation on an unlimited MSU environment for unlimited user counts for products as specified on exhibit A and B or alternate products.

Price:

The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

New Software Acquisitions:

All new software acquisition prices shall be as indicated in Information Builder's Price List or Fee Schedule that is in effect at the time of January 1st each year and that Price List that is in effect shall remain the firm, fixed Price List for a one year period, unless otherwise agreed to by the Division of Purchasing and Materials Management. The following discounts shall be applied to new software acquisitions:

IBI products as outlined on exhibit A, exhibit B, or Other IBI products the State may purchase may be acquired at the following discount rates:

List License	Discounts
\$1 - \$100,000	25%
\$100,001 - \$250,000	30%
\$250,001* +	35%

*The State of Missouri reserves the right to work with the contractor to arrive at mutually agreed upon percentage discounts more favorable to the state than 35% on orders over \$250,000.

Maintenance Pricing for New Products:

Maintenance fees on new purchases shall not exceed 15% of the purchase price at the time/date of purchase and that price shall be firm, fixed for subsequent renewals pursuant to the applicable renewal option clauses described in section 2.3 of this contract. ***For new software acquisitions, maintenance shall be provided at no cost for twelve months from date of installation.***

Maintenance Pricing for Existing Inventory:

The maintenance prices for existing inventory shall be as specified in Exhibit A and B of this document. All prices stated in Exhibit A and B shall be firm, fixed through 12/31/2011.

Termination:

After December 31, 2006, the Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination. In the event the Division of Purchasing and Materials Management elects not to renew per the fees outlined in exhibit A, the usage of the products listed on Exhibit A will be limited to operate on a Sysplex or Parallel Sysplex environment that does not exceed 900 MSUs and the maximum number of users will be 300 concurrent or 3000 subscribed, and the only authorized users of WebFOCUS will be the Department of Social Services, unless a new contract is negotiated or otherwise mutually agreed to by all parties. .

NOTE: If the contractor materially breaches the contract provisions, terms, conditions, and/or requirements of this contract agreement, the State shall be able to terminate the contract immediately in accordance with Cancellation of Contract provision in Section 8 of the Missouri Terms and Conditions Single Feasible Source.

Property of State:

All reports, documentation, and material developed or acquired by the contractor as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

Replacement of Damaged Product:

The contractor shall be responsible for replacing any item received in damaged condition at no cost to the State of Missouri. This includes all shipping costs for returning non-functional items to the contractor for replacement.

PERFORMANCE REQUIREMENTS

Installation:

If the software item is not user-installable or if requested by the agency, the contractor must install the item. If the item is user-installable, the contractor must provide installation assistance (e.g. telephone support), if requested.

Training:

The contractor shall provide, up to eight (8) training sessions each year of the contract. A training session shall consist of eight (8) hours of training on the utilization of the software provided at no cost to the agency for up to eight (8) agency staff trainees. The agency will be responsible for reasonable travel expenses per subparagraph a below. Only one training session per agency per year shall be allowed unless otherwise agreed to by IBI. The training shall be provided on-site at the agency's location unless another location is otherwise agreed to by the agency. Scheduling of the training sessions shall be mutually agreed to between the agency and IBI. It shall be each agency's responsibility to request one of these training sessions. Utilization of the 8 training sessions shall be distributed generally as first come, first served.

- a. Travel Expenses: If services are requested to be provided on-site at the agency's facility, the contractor shall be reimbursed for actual and reasonable expenses in accordance with the Office of Administration's travel regulations (<http://www.sos.state.mo.us/adrules/csr/current/1csr/1c10-11.pdf>). The State of Missouri reserves the right to assess the reasonableness of the contractor's travel expenses in accordance with the Maximum Per Diem Rates for lodging, meals and incidental expenses specified for the state of Missouri on the General Services Administration (GSA) web site, www.policyworks.gov. At the request of the agency, the contractor shall submit copies of the original receipts for lodging, meals, airfare, mileage etc., to the agency. In the event the contractor's travel

expenses for lodging and meals are determined by the State of Missouri to be unreasonable, the State of Missouri reserves the right to reimburse the contractor in accordance with the maximum rates specified for Missouri on the GSA web site.

- 1) The contractor shall not be reimbursed for any expenses if the respective contractor staff resides within a forty-five (45) mile radius of the state agency's location where services are being provided or if services are being provided at the contractor's facility or the respective staff member's home.
- 2) Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

Software Maintenance and Technical Support Services:

The contractor must provide maintenance (e.g. upgrades/new releases) and technical support for all software provided, including ongoing telephone support, problem determination, and resolution.

The contractor shall agree and understand that the State of Missouri reserves the right to cancel maintenance on any or all of the item(s) with 30 days prior written notice to the contractor.

The contractor must provide technical support Monday - Friday, 8 a.m. through 5:00 p.m. central time, excluding state holidays.

The contractor must provide a toll free telephone number for support.

The contractor must provide 24 hours per day, 7 days per week electronic support. Electronic support includes the ability to report problems to the vendor on-line, the ability to browse a database containing problems and technical questions, and the ability to order fixes electronically.

So long as the State of Missouri pays the software maintenance fees as specified within this document, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Licensed Software and provide the maintenance services as specified herein. The contractor shall maintain the Licensed Software so that it operates in conformity with all descriptions and Specifications herein or as otherwise provided by the contractor, including Specifications for the performance of all improved or modified versions of the Licensed Software which the State of Missouri has been licensed to use. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, updates, upgrades, and installation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the contractor. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users.

The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by state agency. The agency reserves the right to determine and assign levels of severity for the issue/support problems. Depending upon the severity of the issue/support problem shall determine the average problem resolution response time in any calendar month of the contract as follows:

- a. Severity Level 1 shall be defined as urgent situations, when the agency's production system is down and the agency is unable to use the Licensed Programs as a result of a problem caused by the contractor's software, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within one (1) business hour. The contractor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business days, unless otherwise authorized in writing by the agency. If the problem is deemed to be caused by misuse of the software or is due to changes made to the operating environment that are specific to the State of Missouri, Information Builders will make its reasonable best effort to comply and in these instances the State of

Missouri may be responsible for services rendered for customization of the software to comply with a non-standard environment.

- b. Severity Level 2 shall be defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the agency's environment. The Licensed Program may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within two (2) business hours. The contractor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed three (3) business days, unless otherwise authorized in writing by the agency. If the problem is deemed to be caused by misuse of the software or is due to changes made to the operating environment that are specific to the State of Missouri, Information Builders will make its reasonable best effort to comply and in these instances the State of Missouri may be responsible for services rendered for customization of the software to comply with a non-standard environment.
- c. Severity Level 3 shall be defined as a minor problem that exists with the Licensed Programs but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call on average within three (3) business hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business days, unless otherwise authorized in writing by the agency. If the problem is deemed to be caused by misuse of the software or is due to changes made to the operating environment that are specific to the State of Missouri, Information Builders will make its reasonable best effort to comply and in these instances the State of Missouri may be responsible for services rendered for customization of the software to comply with a non-standard environment.
- d. Severity Level 4 shall be defined as a very minor problem or question that does not affect the Licensed Programs' function (for example, the text of a message is worded poorly or misspelled). The contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within four (4) business hours. The contractor shall resolve Severity Level 4 problems as quickly as possible, which *on average* shall not exceed twenty-two (22) business days, unless otherwise authorized in writing by the agency. If the problem is deemed to be caused by misuse of the software or is due to changes made to the operating environment that are specific to the State of Missouri, Information Builders will make its reasonable best effort to comply and in these instances the State of Missouri may be responsible for services rendered for customization of the software to comply with a non-standard environment.
- e. General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept the agency's call for assistance at the time the agency places the initial call; however if such staff is not immediately available, the contractor shall return the agency's call within five (5) business hours.
- f. ***During any contract period, the contractor's repeated failure to meet the above stated call back, on-site, and/or problem resolution response times may result in withholding of payments for invoices due to the contractor until resolution of issues/problems have been achieved or may result in the cancellation of the contract. The Division of Purchasing and Materials Management shall notify the contractor in writing of any intention to withhold payment of fees pursuant to this section for contractor's failure to perform in accordance with the terms and conditions of this contract agreement. Should the state fail to provide such written notification to the contractor prior to the expiration of the current contract period, it will void the state's ability to withhold payments for products/services invoiced for that particular period.*** However, this in no way affects the state's ability to seek such remedy in any subsequent renewal option years should such issues persist. The contractor acknowledges and agrees that such delayed payment of invoices shall in no event impair the obligation or liability of the contractor to perform according to the terms of the contract. Late payment fees shall not be assessed or payable for

such delayed payment of invoices due to contractor's repeated failure to meet the response times. Should the contract be cancelled by the state, the contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

- g. On-site Response Time: The State of Missouri defines the on-site response time as the total elapsed time from when it has been mutually determined between the contractor and the agency that an on-site technician is necessary to until the time when the contractor's qualified service technician is present on site at the calling agency's location.
- h. Problem Resolution Response Time: The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by the agency and the software error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by the agency in accordance with the aforementioned severity level provisions.

NOTE: The contractor shall not be liable for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes solely beyond the control of, and without the fault or negligence of the contractor.

Software Warranty:

The contract must provide at a minimum a ninety (90) day warranty on all software provided and the contractor agrees that the software shall perform and operate in accordance with the contractor's published specification documentation, including user manuals, regarding the software or the contractor will provide a suitable workaround. The warranty period shall commence upon the date of installation of the software.

**EXHIBIT A
EXISTING SOFTWARE INVENTORY
FOR MAINFRAME CPUs
MAINTENANCE PRICING PAGE**

REVISED EXHIBIT A PURSUANT TO AMENDMENT #002

Information Technology Services Division / State Data Center

Licensed Product Description: (Unlimited MSUs / Unlimited Users & Subscribers/ Statewide Enterprise License)	Firm, Fixed Payment Schedule	
	Payment Invoice Date	Amount
WebFOCUS Reporting Server	December 31, 2007	\$250,000.00
EDA Server	May 1, 2008	\$250,000.00
DB2 R/W EDA	January 1, 2009	\$257,500.00
CALLCICS	May 1, 2009	\$257,500.00
TCP/IP	January 1, 2010	\$257,500.00
Read Driver IDMS	May 1, 2010	\$257,500.00
FOCUS REPORT WRITER	January 1, 2011	\$257,500.00
DB2 for FOCUS	May 1, 2011	\$257,500.00
MSO		
MSU		
CA-IDMS Read		
DMTP		
Site Analyzer		

*NOTE: time period marked by an asterisk “ * ” are optional renewal years to be renewed at the State’s sole discretion and option. **At the end of the 6th year term, the State reserves the right to negotiate price.*

Department of Social Services

Licensed Product Description:	Number of Users	Firm, Fixed Maintenance Amount
Report Broker	128 concurrent users	\$9,454
Man. Reporter	128 concurrent users	\$8,224
Site Analyzer	128 concurrent users	\$9,454
TOTAL:		\$27,132

**EXHIBIT B
EXISTING SOFTWARE INVENTORY
FOR AGENCIES
MAINTENANCE PRICING PAGE**

All maintenance prices specified in Exhibit B shall remain firm, fixed for the duration of the contract, including any renewal options exercised so long as the hardware and user configuration remains the same as specified in herein and in Attachment 1. All pricing must be mutually agreed to between the agency and IBI. Changes to said configurations may result in additional license and/or maintenance fees pursuant to the applicable IBI Price List/Fee Schedule and terms of this agreement. If applicable, once upgrades have been taken into account, the new upgraded maintenance fees shall remain firm, fixed for the duration of the contract and any renewal options for the new configuration of hardware and/or users. This Exhibit B and Attachment 1 shall be updated at the end of each calendar year of the contract to reflect any changes to configurations or additions/deletions of product.

REVISED EXHIBIT B PURSUANT TO AMENDMENT #002

Missouri State Highway Patrol

Site Codes: 6663.56

Code	Description	Users		
WPRO	WebFOCUS Pro Server			
	Includes:		Payments Due	
	WebFOCUS Reporting Server			
	WebFOCUS Report Caster		Date	Amount
	WebFOCUS Resource Analyzer		12/31/04	\$200,000.00
i261	Read/Write Adapter for Oracle		7/1/2005	\$70,000.00
i86	iWay Read/Write Adapter for SQL Server		7/1/2006	\$74,200.00
WGAE	WebFOCUS GIS Adapter for ESRI ArcIMS		7/1/2007	\$78,652.00
iESG	iWay Spatial Geo-Coding Adapter		7/1/2008	\$83,371.00
iARC	iWay GIS Adapter for ESRI ArcSDE		7/1/2009	\$88,373.00
iXTS	iWay Adapter Manager			
iETL	iWay Data Migrator			
WUAS	WebFOCUS User Administration Services	Unlimited Users		
7080	WebFOCUS Developer Studio	2 Administrators		
7022	WebFOCUS MR Developer for Windows	18 Developers		
	Products Added to this site code after initial agreement			Annual Maintenance
iJXA	Justice XML Adapter			\$3,141.00
			Purchase Price	Pre-Paid Annual Maintenance
	Software Items Added 9/30/07			
iXTW	iSM Developer Workstation	Unlimited Users	\$39,000.00	3-Years
iUAU	iWay Utility Adapter Bundle			
iIIA	MQ Series Adapter			\$7,800.00

Licensed Product Description:	Annual Maintenance
WebFocus CGI	
WebFocus Reporting Server	\$ 14,294.27
WebFocus Report Caster	\$ 7,456.35
WebFocus User Administration Services	\$ 13,127.38
Read/Write Adapter for DB2	\$ 2,400.00
WebFocus Developer Studio licenses (2)	\$ 1,035.00
Totals:	\$ 38,313.00

Department of Corrections	Site Code: 6663.75
Licensed Product Description:	Annual Maintenance
iWay ETL Workbench	\$ 499.00
iWay ETL Server	\$ 5,625.00
iWay R/W Adapter for DB2	\$ 2,860.00
LU6.2 Network Service Protocol	\$ 0.00
Full FOCUS System	\$ 2,645.00
WebFocus Developer Studio licenses (2)	\$ 12,159.00
R/W Adapter for OS/400	\$ 2,860.00
Totals:	\$ 26,648.00
Extended Support	\$ 12,514.54
Total	\$ 39,162.54

Department of Elementary and Secondary Education	Site Code: 6663.77
Licensed Product Description:	Annual Maintenance
iWay ETL Server	\$ 2,733.75
iWay R/W Adapter for Oracle	\$ 2,084.94
Totals:	\$ 4,818.69
Department of Elementary and Secondary Education	Site Code 6663.78
i-Way R/W Adapter for SQL Server	\$ 2,606.18
Totals:	\$ 2,606.18

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT**

TERMS AND CONDITIONS – SINGLE FEASIBLE SOURCE

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.

d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. Additional Terms and Conditions

Any terms or conditions that arise that are not covered by this contract between the State of Missouri and Information Builders will be covered by the standard terms and conditions included in the Information Builders Master Software License agreement as modified dated 12/18/03, as attached hereto.

ATTACHMENT 1

Site Code:	6663.56
Agency/Department	Missouri State Highway Patrol
Primary Contact:	Dennis Schulte
Location	1510 E. Elm Street
Hardware:	IBM P650 1 CPU LPAR
Comments	

Site Code:	6663.57
Agency/Department	Missouri State Highway Patrol
Primary Contact:	Dennis Schulte
Location	1510 E. Elm St.
Hardware:	PC Intel 3 CPU
Comments	

Site Code:	6663.43
Agency/Department	Department of Health and Senior Services
Primary Contact:	Jeff Elliot
Location	920 Wildwood Drive
Hardware:	IBM RS 6000 B80 2/3 CPU
Comments	Production System

Site Code:	6663.44
Agency/Department	Department of Health and Senior Services
Primary Contact:	Jeff Elliot
Location	920 Wildwood Drive
Hardware:	PC NT 2 CPU
Comments	Test System

Site Code:	6663.58
Agency/Department	Department of Corrections
Primary Contact:	Dan Weddle
Location	2715 Plaza Drive
Hardware:	IBM 830-2402
Comments	

Site Code:	6663.75
Agency/Department	Department of Corrections
Primary Contact:	Dan Weddle
Location	2715 Plaza Drive
Hardware:	AS/4 RSC 530
Comments	

Site Code:	6663.77
Agency/Department	Department of Elementary and Secondary Education
Primary Contact:	Bruce Dent
Location	205 Jefferson St.
Hardware:	IBM RS/6000 H50 W2
Comments	

Site Code:	6663.78
Agency/Department	Department of Elementary and Secondary Education
Primary Contact:	Bruce Dent
Location	205 Jefferson St.
Hardware:	IBM RS/6000 H80 W3
Comments	

Revised 12/01/03

Master Software License Agreement

Modified 12/18/03

Agreement No
Date

BETWEEN _____ (hereinafter "Licensee"), a Corporation of the State of _____ with principal offices at _____ and INFORMATION BUILDERS, INC. (hereinafter "IBI"), a New York Corporation with principal offices at Two Penn Plaza, New York, New York 10121-2898, U.S.A.

1. Preamble

This Agreement, in conjunction with C204043001, sets forth the terms and conditions under which Licensee and its Affiliates, as defined below, may acquire License(s) to use IBI Software (this "Agreement"). An Affiliate may acquire a License hereunder solely by its execution of a separate Rider to this Agreement, at such time Affiliate becomes a "Licensee" pursuant to the terms and conditions contained herein. This Agreement grants to Licensee the non-exclusive, non-transferable right to use the specified Software in object code form only on the designated Computer. In event of conflict between the terms and conditions of contract C204043001 and this IBI Master Software License Agreement, the contract C204043001 terms and conditions shall govern and control. All other terms and conditions contained herein and not in conflict shall apply.

2. Effective Date

The effective date of this Agreement shall commence on the earlier of: (i) the date Licensee accepts delivery of the Software; or (ii) the date upon which the Agreement was executed by both parties.

3. Definitions

3.1 "Affiliate" means an entity which is either: (a) at least fifty one percent (51%) owned by Licensee or; (b) controlled by Licensee by virtue of direct or indirect ownership of fifty one percent (51%) or more of its voting stock.

3.2 "Computer" means the actual, designated computer that Licensee either owns or leases and operates, and upon which the Licensee is authorized to install the Software included in the applicable License, as set forth in the applicable Rider. The computer shall be designated in a Rider which shall identify the Computer by CPU Model Number, Serial Number, and Installation Location.

3.3 "Concurrent User" means an individual Licensee employee, who has the right to access the Software on a licensed Computer simultaneously with a specified number of other Licensee employees.

3.4 "Delivery Date" means the date by which the Software shall be delivered, as set forth in the applicable Rider.

3.5 "Fee Schedule" means one or more schedules published by IBI from time to time which specify License Fees, InfoResponse Fees, Access Fees, Timesharing Fees and other charges made by IBI.

3.6 "InfoResponse Fee" means the fee paid by Licensee, which entitles Licensee to annual enhancement, maintenance and support services.

3.7 "Installation Location" means the actual location of the Computer upon which the Software is installed, as set forth in the applicable Rider.

3.8 "License" means the right to use the Software hereby granted by IBI to Licensee.

3.9 "License Fee" means the fee payable for the use of Software, as set forth in the applicable Rider and Fee Schedule.

3.10 "Professional Services" means all technical services, consulting and/or education services to be provided under a Work Order agreed to by the parties.

3.11 "Rider" means a signed Rider to this Agreement, executed by both parties, which refers to and incorporates the general terms and conditions of this Agreement, designates the type of license being granted to Licensee (a "One-Time License," a "Rental License," or a "Trial License"), the Software being licensed, the Delivery Date, Computer, Installation Location, and such other provisions as the parties deem appropriate and mutually agree to incorporate, which shall not conflict with the terms, conditions, and provisions of contract C204043001.

3.12 "Software" means the specific software items being Licensed.

3.13 "Trial License" means a license of limited duration, during which time the Licensee may test IBI Software. Each Trial License shall be initiated by a fully executed Rider which shall incorporate the terms and conditions of this Agreement, designate the Software to be tested, the duration of the test period, the fees payable, the scheduled Delivery Date, Computer, Installation Location, and such other provisions as the parties deem appropriate and mutually agree to incorporate.

3.14 "Upgrade" means an increase in the number of Users in a User-based license and/or the Licensee's movement of the licensed Software from the licensed CPU to a higher tier CPU as set forth in IBI's then current published fee schedule in accordance with section 2.4 of C204043001 entitled "New Software Acquisitions".

3.15 "User" means a subscription user as further defined in Paragraph 11. If a Licensee is priced based on a maximum number of Users, the maximum number of such Users shall be stated on the applicable Rider. All User based licenses shall be subject to this definition, unless specifically designated a "Concurrent User" License.

4. Implementation

4.1 Licensee and IBI shall enter into a Rider for Software licensed pursuant to this Agreement.

4.2 Each Rider executed by both parties pursuant to this Agreement shall be implemented by IBI or by IBI's authorized agent through delivery to Licensee of the Software specified in the Rider on or before the Delivery Date.

4.3 IBI shall bear all risk of loss until delivery; and thereafter Licensee shall bear all risk of loss.

5. License and Permitted Use

5.1 Licensee hereby is granted a License to use the Software identified on the applicable Rider hereto, in object code form only, subject to the terms and conditions set forth in this Agreement and C204043001. The Software shall be used by Licensee solely for its and its Affiliate's internal business purposes (i.e. no other third party commercial use of the Software is permitted) by its authorized personnel, only on designated Licensee owned or leased and operated Computer(s) located at designated Licensee owned or leased and operated Installation Location(s). The designated Computer and Installation Location for each Software License shall be identified in the applicable Rider.

5.2 Licensee shall not copy or otherwise reproduce, or permit any third party to use, copy or otherwise reproduce, all or any part of the Software (including, without limitation, any user manuals) except as expressly authorized by Paragraph 5.5.

5.5 Licensee further agrees not to use all or any part of the Software as part of any of the following type of operations: (a) service bureau; (b) network; (c) time share; (d) facilities management; (e) testing facility; (f) outsourcing; or (g) other operation of similar purposes as (a) through (f), whether or not for monetary or other consideration without IBI's express written consent and subject to any applicable IBI fees, terms and conditions.

5.3 Licensee agrees that it shall not allow all or any part of the Software to be managed or supported by either: (a) a service bureau operation; (b) a time share operation; (c) an outsourcing company; (d) a facilities management company; or (e) any other third party, whether or not for monetary or other consideration, without IBI's express written consent. IBI's consent shall be conditioned upon the Licensee not being in breach of any of the provisions of this Agreement and shall be subject to Licensee's agreement to any additional applicable IBI fees, terms and conditions. Such additional fees, terms and conditions shall be set forth in applicable documents provided by IBI which the parties shall be required to execute. Such documents may include IBI's Third Party System Access Agreement; IBI's Timesharing Rider; or other applicable IBI documents. Such documents shall set forth any applicable IBI fees (such as License, Access, Timeshare and Upgrade fees).

5.4 Licensee agrees not to make alterations to or modify any Software; attempt to assign, transfer, grant sub-licenses, leases or other rights in or to any Software; or make any use of the Software, user manuals, or other documentation except as expressly authorized by this Agreement.

5.5 Licensee is authorized to make and retain one copy of the Software in non-printed, machine-readable form, for back-up and disaster recovery purposes. Nothing in this Agreement shall be construed to prohibit Licensee from maintaining a reasonable number of archival copies of the Software. All proprietary notices, logos, copyright notices, and similar markings shall be retained on such copies.

5.6 Except for the rights specifically granted herein, Licensee is granted no other rights in or to the Software delivered pursuant to each Rider. All rights to the Software (including all related manuals, educational and training materials), and including, but not limited to, intellectual property rights, trade secrets, patents, trademarks, and copyrights are and shall remain the sole and exclusive property of IBI.

5.7 This License permits the Licensee and its employees to use the licensed Software on Licensee's designated Computer at Licensee's designated Installation Location as set forth in the applicable Rider hereto. Notwithstanding any other provision contained in this Agreement or Rider hereto, use of the Software on a computer which is operated by a third party regardless of who owns such computer and whether such computer is located at Licensee's site or at a third party's site, is strictly prohibited without IBI's express prior written consent, which shall be conditioned upon compliance with the provisions set forth above in Paragraph 5.3.

6. Term of License

6.1 Any License that is designated in the applicable Rider as a One-Time License shall be for a term of ninety-nine (99) years, commencing on the Delivery Date.

6.2 Any License that is designated in the applicable Rider as a Rental License shall be for an initial minimum non-cancelable term of one (1) year, commencing on the Delivery Date. Thereafter, the Rental License shall renew upon written agreement of the Licensee for successive terms of one (1) year at the Rental License fee rate specified in the then current Fee Schedule. Licensee shall have the right to terminate a Rental License after the conclusion of the initial one (1) year term, by providing IBI at least thirty (30) days advance written notice.

6.3 Licensee shall have the right to convert a Rental License to a One-Time License at any time by providing IBI thirty (30) days written notice and by paying the One-Time License Fee specified in the then current Fee Schedule, less any credits granted by such Fee Schedule.

6.4 A Trial License shall be for the period set forth in the applicable Rider.

7.0 License Fees

7.1 The License Fee for a One-Time License shall be the single sum specified in the applicable Rider, which fee Licensee shall pay to IBI within forty-five (45) days of the date of invoice.

7.2 The License Fee of any Rental License shall be the monthly fee specified in the applicable Rider for the initial term. Thereafter, the License Fee for a Rental License shall be the amount specified in the then current Fee Schedule in accordance with section 2.4 of C204043001 entitled "New Software Acquisitions". Payments of License Fees for Rental Licenses are due monthly in advance on the first day of each month.

7.3 The License Fee for a Trial License shall be the amount set forth in the applicable Rider. Upon conversion of a Trial License to a One-Time License or a Rental License, Licensee shall pay the fee set forth in the then current Fee Schedule in accordance with section 2.4 of C204043001 entitled "New Software Acquisitions"., less any applicable credits.

7.4 After forty-five (45) days, unpaid invoices are subject to a late payment charge in accordance with State of Missouri Statute RSMo 34.055. .

8. InfoResponse Annual Enhancement, Maintenance, and Support Service

8.1 InfoResponse Standard Service includes:

(a) Telephone or other electronic support at IBI's central support headquarters during regular support hours (8 AM to 8 PM EST Monday through Friday, excluding national holidays), or from a local branch, if available; (b) and enhancements and updates to the licensed Software, which are designated as such by IBI.

Features, software items, new products, or Software separately licensed by IBI are not included. InfoResponse Service is available for the latest Software release made generally available by IBI to its customers and for the two releases immediately preceding the latest available release.

8.2 InfoResponse Standard Service may be augmented by Licensee's subscription to IBI's Silver or Gold level of InfoResponse Service. Silver level support service extends the availability of certain maintenance services to twenty four hours a day seven days a week, as further described in a separate Rider upon the purchase of this option. Gold level support service also extends the availability of certain maintenance services to twenty four hours a day seven days a week, plus extra account support services which shall be further described in a separate Rider upon the purchase of this option.

8.3 InfoResponse Standard Service is provided:

(a) In the case of Rental License, for so long as the then applicable Rental License Fee is paid. (b) In the case of a One-Time License for periods of one year for payment of the InfoResponse Fee as set forth in the then current Fee Schedule. The initial InfoResponse Fee is payable as set forth in the then current Fee Schedule; fees for InfoResponse Service renewal will be billed automatically on each anniversary of the Delivery Date. All InfoResponse Fees are payable within thirty (30) days of receipt of invoice. (c) In the case of a Trial License, without cost for the duration thereof. The InfoResponse Fee shall be due upon conversion of the Trial License to a One-Time License as set forth in the then current Fee Schedule in accordance with section 2.4 and 2.5 of C204043001 entitled "New Software Acquisitions" and "Maintenance Pricing for New Products".

8.4 InfoResponse Onsite services may be obtained from IBI as agreed to by the parties under the terms of separate Work Order(s) as described in Paragraph 17 below. All reasonable travel expenses, in accordance with the State of Missouri Office of Administration's Travel Regulations, incurred by IBI for InfoResponse Onsite services will be reimbursed to IBI by Licensee. InfoResponse Onsite services may include, but are not limited to, installation, implementation, tuning and configuration services and customized seminars. (note professional services shall be obtained through a separate State of Missouri contract with the exception of the training sessions specified in Section 4.2 of C204043001.

8.5 IBI may terminate InfoResponse Service in the event Licensee is in material breach of any of the provisions of this Agreement and has failed to cure such breach within thirty (30) days from receipt of IBI's written notice of such material breach.

8.6 In the event that InfoResponse Service is suspended due to non-renewal on the Licensee's part, the Licensee may reinstate InfoResponse Service by payment of the back InfoResponse Fees which would have accrued during the non covered period plus IBI's customary reinstatement surcharge of 5% of the back maintenance fees.

9. Replacement Computers and Alternative Locations

9.1 The License granted pursuant to this Agreement is CPU and location specific. IBI shall grant to Licensee the right to replace the licensed CPU with another CPU which is owned/leased and operated by Licensee at a Licensee owned data center, providing the Licensee is not in material breach of any of the provisions of this Agreement and the original License is current on either IBI's InfoResponse Fees (if a One-Time License) or Rental License fees (if a Rental License), in which case the Licensee may utilize the Software on a replacement computer within the same operating system in accordance with the following: [NOTE: If the terms below through section 9.8 conflict with the terms of C204043001, then C204043001 shall supercede and govern.]

(a) If the replacement computer is in the same or a lower price level as the original Computer as set forth in the then current Fee Schedule, IBI shall authorize Licensee to use the Software on such replacement computer on identical terms and free of any other conversion fee or service charge; and (b) if the computer replacing the Computer identified in the Rider is at a higher price level as set forth in the then current Fee Schedule, Licensee shall pay to IBI an additional fee based upon the difference between the License Fee paid for the original computer and the then current License Fee for the replacement Computer and any conversion charges as are stated in the then current Fee Schedule, less any applicable credits.

9.2 Licensee shall use reasonable efforts to advise IBI in writing of the use of the Software on a replacement computer thirty (30) days in advance of it coming into operation, but in no event later than thirty (30) days after such replacement comes into operation.

9.3 Licensee shall upon IBI's request, confirm in writing, on each anniversary of the Delivery Date, the make, model, serial number, and location of the computer on which the Software is currently installed and that no replacement computer is or has been in operation. Licensee shall permit representatives of IBI to inspect, on an annual basis, any location at which the Software is being used at reasonable times and on reasonable notice for the purpose of verifying that Licensee is not in default of this Agreement.

9.4 Installation of the Software on a different operating system is not permitted.

9.5 If Licensee fails to comply with its aforesaid reporting obligations, and the Software is installed on a replacement computer, and the then current Fee Schedule for the replacement computer provides for a higher price level than that provided for the Computer on which the Software was installed, then Licensee shall pay to IBI, retroactive to date of such installation, the fee described in Paragraph 9.1(b).

9.6 The parties shall enter into a Rider designating the replacement computer as the Computer authorized by this Agreement.

9.7 If a replacement Installation Location is in a different country, Licensee may be required to sign a new Rider or separate License Agreement with IBI (or its foreign representative) applicable to the country where the Software is installed. Such new Rider or License Agreement may be subject to different terms, fees, and discount rates.

9.8 If the affected License is a User based License then in addition to the above, the provisions of Paragraph 11. apply.

10. Additional Installations

10.1 Additional Software or Computers may be licensed hereunder by execution of a separate Rider, and payment of the applicable amount specified in the then current Fee Schedule in accordance with section 2.4 of C204043001 entitled "New Software Acquisitions".

10.2 All additional License Fees or *InfoResponse* Fees shall be based on the then current Fee Schedule in accordance with section 2.4 of C204043001 entitled "New Software Acquisitions" for the country of installation; new installations may be eligible for the multiple installation discounts as specified therein.

11. Additional Users

This paragraph applies only to Licenses, which were priced based on the number of users in the Software configuration. In the event the Licensee desires to upgrade to a larger user license, an upgrade to the license and/or *InfoResponse* Fee shall apply in accordance with the applicable then current published Fee Schedule, which shall also be in accordance with section 2.4 of C204043001 entitled "New Software Acquisitions". Licensee shall use reasonable efforts to advise IBI of any increase in the number of permitted users thirty (30) days in advance of said additional users being given access to the Software, but in no event later than thirty (30) days after said additional users are given access to the Software. Licensee agrees to pay any applicable upgrade fees, retroactive to the date of such access. Unless otherwise noted on the applicable Rider, a "User" shall mean a specific individual employed by the Licensee who is authorized by the Licensee to use the Software, regardless of whether the individual is actively using the Software at any time. If the applicable Rider identifies the users as "Concurrent Users", then the maximum number of Concurrent Users shall be stated on the applicable Rider and upgrade fees shall apply if the Licensee exceeds the maximum number specified.

12. Image Licenses

Unless otherwise stated on the applicable Rider hereto or in contract C204043001, each Software item licensed hereunder shall be for a single "Image". If multiple "Images" are authorized, then the permitted number of "Images" shall be identified on the applicable Rider hereto. An "Image" is defined as a single instance or installation of the licensed Software, operating on an authorized Computer. In the event the Licensee desires to run multiple "Images" of the licensed Software on the authorized Computer, by use of logical partitions or other means, then Licensee must acquire a License for each additional Image. Each additional Image shall be subject to the additional "Image" pricing set forth in IBI's then current published fee schedule in accordance with section 2.4 of C204043001 entitled "New Software Acquisitions". Licensee agrees to promptly notify IBI and acquire the appropriate License(s) in the event the number of permitted "Images" on the authorized Computer is exceeded.

13. Warranties; Limitation of Liability

13.1 IBI warrants that the Software provided shall function substantially as described in the applicable user manual, as modified from time to time. The Warranty Period shall commence on the installation of software and shall continue for the period during which IBI makes available and Licensee subscribes to InfoResponse Service for the affected License. During such period the above warranty shall apply to enhancements, updates, and other items provided under InfoResponse Service.

13.2 IBI uses reasonable commercial efforts to protect all Software (and the media in which the Software is embedded) from computer viruses or other contaminants. IBI warrants that to the best of its knowledge the Software (and the media in which the Software is embedded) provided by it do not contain any viruses or programming codes or instructions that are constructed to damage, interfere with, or otherwise adversely affect the Software, data files, or hardware. Notwithstanding the foregoing IBI shall be permitted to include mechanisms in its Software which prevent illegal or unauthorized use providing such mechanisms do not prevent an authorized Licensee use of the Software as permitted herein.

13.3 IBI's sole obligation under the above warranties shall be to remedy or repair, as soon as reasonably practicable, all substantial and demonstrable errors and malfunctions in the Software. IBI may, in its sole discretion, provide either an update of the affected item, or an alternative method which has substantially the same functionality. For purposes of this Agreement, errors and malfunctions shall be considered to be "substantial" when they result in the impairment of one or more essential functions, features, or capabilities of the Software. IBI's aforementioned warranty obligation is conditioned upon:

(a) Licensee giving IBI written notice of any substantial malfunction promptly and in any event within ninety (90) days after it has become apparent; (b) the said malfunction being repeatedly demonstrable; (c) the Software having been properly maintained; (d) the Software being at IBI's most current available release level or no more than two releases immediately preceding the most currently available release; and (e) no unauthorized addition to or modification of the Software having been undertaken by Licensee or a third party whether or not said third party is acting on behalf of Licensee.

13.4 Licensee acknowledges and accepts that the role of IBI is solely that of a supplier of software and related items and that it is Licensee's responsibility to determine its own data processing requirements and to satisfy itself that the Software meets such requirements. Furthermore, Licensee recognizes it is responsible for the selection, use of, and results obtained from any Software or equipment used in conjunction therewith.

13.5 During the warranty period, IBI shall use reasonable commercial efforts to provide prompt and correct responses to telephone inquiries from Licensee. IBI shall take all steps reasonably required to correct any response which is not correct. IBI, however, shall have no liability for delays, errors, or omissions.

13.6 EXCEPT AS SPECIFIED HEREIN, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY IBI.

13.7 IBI'S SOLE RESPONSIBILITY FOR BREACH OF WARRANTY, ERRORS, OR OMISSIONS SHALL BE AS SET FORTH IN THIS PARAGRAPH 13. IN NO EVENT WILL IBI BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, WHETHER IN CONTRACT OR TORT, FOR ANY FORM OF PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL LOSS, (INCLUDING, BUT NOT LIMITED TO, LOSS DUE TO INABILITY TO OBTAIN DATA, LOSS OF BUSINESS, OR LOSS OF ANTICIPATED PROFITS) IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, FUNCTIONING, OR USE OF ANY SOFTWARE OR PRODUCT PROVIDED UNDER THIS AGREEMENT OR ANY RIDER ENTERED INTO PURSUANT TO IT, EVEN IF IBI HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

13.8 IBI'S MAXIMUM LIABILITY FOR ANY DAMAGES, REGARDLESS OF FORM OF ACTION, SHALL IN NO EVENT EXCEED THE LICENSE FEES ACTUALLY PAID TO IBI FOR THE RELEVANT SOFTWARE OR INFORESPONSE SERVICES GIVING RISE TO THE LIABILITY, PRORATED OVER A FIVE YEAR TERM FROM THE INSTALLATION DATE OF THE APPLICABLE LICENSE OR THE DATE OF PERFORMANCE OF THE APPLICABLE INFORESPONSE SERVICES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO COPY RIGHT INFRINGEMENT, BODILY INJURY (INCLUDING DEATH), AND DAMAGES TO TANGIBLE PERSONAL AND REAL PROPERTY DUE TO THE MISCONDUCT OR NEGLIGENCE OF IBI.

13.9 EACH PARTY INDEMNIFIES THE OTHER FROM LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY THE OTHER PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT WHILE PERFORMING ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT ON LICENSEE'S PREMISES.

14. Confidentiality and IBI Proprietary Rights

Licensee acquires no right in or to any IBI trademarks, copyrights, patents, trade secrets, or any other intellectual property rights belonging to IBI by virtue of entering into this Agreement or any Rider. Licensee shall take all reasonable precautions to maintain the confidentiality of the Software, which precautions shall be at least equivalent to those Licensee takes to protect its own confidential information of a similar nature. Without limiting the generality of the foregoing, Licensee acquires no rights in or to any source codes and shall not reverse engineer, disassemble, or take any other steps to discover such source codes. Licensee acknowledges that the licensed Software and documentation are deemed confidential and that Licensee will not make use of nor disclose the Software except as set forth in this Agreement.

15. Change in Affiliate Status/Assignment

15.1 In the event an entity which was a qualified Affiliate loses such qualification as defined herein then the following shall apply: (i) IBI shall continue to permit said former Affiliate to license the IBI Software under this Agreement for a period of up to ninety (90) days; or (ii) if the Licensee was using the Software to process an Affiliate's data, IBI shall continue to permit Licensee to process the former Affiliate's data for a period of up to ninety (90) days; and (iii) by the conclusion of said ninety (90) day period, in the case of item (i) the former Affiliate must execute IBI's Master Software License Agreement or cease its use of the Software in accordance with Paragraph 15.4 below; in the case of item (ii) the Licensee must cease processing the former Affiliate's data, or must execute IBI's applicable Timesharing Rider to this Agreement, which shall contain the applicable fees terms, and conditions relating to such continued use. If an Affiliate was granted a discount based on its relationship with the Licensee, IBI shall be entitled to adjust such discount upon loss of Affiliate status.

15.2 This Agreement and each Rider may not be transferred or assigned, in whole or in part even by operation of law, by Licensee or IBI without the prior written consent of the other, which consent shall not be unreasonably withheld. A spin-off, sale of assets, merger, acquisition, or other transaction which involves a change of control of Licensee shall be deemed to be an assignment hereunder. Licensee shall notify IBI of any such transaction within five (5) business days after its occurrence. IBI may, however, assign this Agreement to an entity which acquires and continues its business that of which is in accordance with Section 2.10 of C204043001 entitled "Assignment".

16. Default and Termination

16.1 IBI may terminate this Agreement and any License under it:

(a) Effective immediately and without prior notice, if Licensee materially breaches the provisions of Paragraphs 5 or 14; or (b) upon thirty (30) days written notice, if Licensee fails to pay any License Fee when due, but such termination shall not take effect, and the respective License shall remain in full force and effect, if Licensee makes such payment prior to the expiration of the notice period, unless otherwise mutually agreed to..

16.2 Maintenance shall automatically terminate if Licensee does not pay the applicable *InfoResponse* Fee when due with respect to any One-Time License or for a Rental License upon failure to renew it.

16.3 Termination shall be without prejudice to the right of IBI to retain any fees paid before termination, to demand payment of any fees, charges or reimbursable expenses that were due and unpaid at the effective date of termination, or to seek equitable relief, for material breach of any provision hereof.

16.4 If Licensee's right to use any Software terminates for material breach of this Agreement or C204043001, whether with or without cause, , Licensee shall:

(a) Immediately cease using such Software and delete same, and all associated items from its library; (b) contact IBI to secure a Software Return Authorization Number; (c) return to IBI, at IBI's expense, all copies of materials associated therewith or which are a part thereof; (d) confirm in writing to IBI that such deletion and return has occurred in accordance with the Notices provisions herein.

17. Indemnification

17.1 IBI warrants that it owns the right to the Software licensed to Licensee and, subject to the remainder of this Paragraph 17, IBI agrees to defend or settle, at its option, any action brought against Licensee arising from any bona fide claim that Licensee's use of the Software which is the subject of any Rider under the terms of this Agreement infringes any patent, copyright, trademark, trade secret, or other proprietary right belonging to a third party ("Third Party Claim") and to hold Licensee harmless from any and all liabilities, losses, costs, damages, expenses, and reasonable attorney's fees that result from any such Third Party Claim.

17.2 IBI's obligations under this Paragraph 17 are conditioned upon:

(a) IBI being promptly notified in writing by Licensee of any Third Party Claim; (b) Licensee giving IBI express sole authority to conduct the defense of any Third Party Claim and all negotiations of a settlement or compromise; (c) Licensee allowing its name to be used in proceedings as necessary; (d) Licensee providing IBI with all reasonable assistance in

defending any Third Party Claim; and (e) the Third Party Claim shall not have arisen due to unauthorized acts or misconduct of Licensee or a third party, acting on behalf of Licensee.

17.3 If the Software which is the subject of any Rider becomes the subject of a Third Party Claim IBI may at its option and expense either:

(a) Obtain an appropriate license for Licensee from the party asserting the Third Party Claim; (b) replace or modify the Software (or parts thereof) that is the subject of the Third Party Claim so that it is functionally equivalent and no longer infringing; (c) provide a non-infringing work-around; (d) refund to Licensee so much of the license fee as relates to the infringing Software items based on a straight line five (5) year depreciation schedule. Except for its indemnification obligations set forth above, IBI shall have no further liability to Licensee.

18. Professional Services

Licensee may obtain Professional Services and/or InfoResponse Onsite technical services from IBI as agreed to by the parties under the terms of individual Work Orders to IBI's separate Consulting and Education Agreement or Technical Services Agreement. All such consulting services shall be billed on a time and materials basis unless the parties expressly agree otherwise in writing.

19. General

19.1 Law to be Applied

This Agreement and all Riders under it shall be governed by and interpreted under the laws of the State of Missouri, except its choice of law rules.

19.2 Forum

The parties agree that the making and performance of this Agreement constitutes the transaction of business in Missouri sufficient to give the federal and state court therein jurisdiction over both parties. Any action or proceeding involving, arising out of, or relating to this Agreement, or the making or breach thereof, shall be brought in a state court located in Cole County, Jefferson City, Missouri or U.S. Federal Court Western District, Missouri, and in no other forum, and the jurisdiction of such courts over such matters shall be exclusive.

19.3 Taxes

The State of Missouri is tax exempt. Upon notification from IBI, Licensee shall submit a copy of their tax exempt certification.

19.4 Notices

Notices under this Agreement or any Rider shall be deemed given when sent: (i) delivered personally, (ii) sent via certified mail (return receipt requested) (iii) sent via cable, telegram, telex, telecopier, fax (all with confirmation of receipt), (iv) by recognized air courier service, or (v) postage prepaid by first class mail to the parties at the addresses specified below or such new address as they shall communicate to each other in writing from time to time.

To Licensee:

To IBI:

Information Builders, Inc.
Vice President of Finance
Two Penn Plaza
New York, New York 10121-2898, U.S.A.

19.5 Consent

Whenever IBI's consent is required under this Agreement, such consent shall rest on IBI's sole reasonable discretion.

19.6 Force Majeure

No party to this Agreement or any Rider under it shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events which are beyond its reasonable control. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable endeavors to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable.

19.7 Waiver

The failure of any party to enforce or exercise, at any time or for any period of time, any term of or any right arising pursuant to this Agreement or any Rider under it does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party's right to later enforce or exercise it. The waiver by either party of the breach of any provision of this Agreement shall not constitute a waiver of the breach of any other provision, or of the subsequent breach of the same provision.

19.8 Severability

The invalidity or unenforceability of any term of or any right arising pursuant to this Agreement or any Rider shall in no way affect the remaining terms or rights.

19.9 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties, and their heirs, successors, and assigns.

19.10 Amendment

This Agreement may not be amended, waived, terminated, or superseded except by a written instrument signed by a duly authorized representative of the State of Missouri Office of Administration Division of Purchasing and Materials Management acting on behalf of the Licensee and an officer of IBI.

19.11 Inconsistencies Between Agreement and Rider, Work Order and other Documents

Unless a Rider or Work Order expressly provides otherwise, in the event of any inconsistency between the terms of this Agreement and any Rider or Work Order, the terms of this Agreement shall govern and control. Contract C204043001 shall govern and control in the case of any inconsistency between it and this Agreement, any Rider or Work Order, any purchase order, confirmation, or other document issued by either party.

19.12 Plural and Singular Usage

As used herein, the singular of any term includes the plural and the plural means the singular, whenever the context so requires.

19.13 Headings

The section headings in this Agreement are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

19.14 Entire Agreement

This Agreement along with C204043001 contains the entire agreement by and between the parties and all discussions, negotiations, statements, advice as to functionality, representations and prior agreements are merged herein and shall not survive. It is expressly agreed that the terms of C204043001 shall supersede the terms in this Agreement and any Rider or Work Order, any Licensee purchase order or other ordering document.

Agreed to and accepted:

Information Builders, Inc.

Licensee

Signature

Signature

Name/Title

Name/Title

Date

Date

---END OF DOCUMENT---