



Representative
Richard Freelan

Email
richard.freelan@wolterskluwer.com

Phone
888-324-2839

ORDER INFORMATION

Date Generated: 11/11/2022 2:51 PM

Opportunity Name: Ohio Auditor of State - TM+ Migration

Quote Number: Q-06814

Order Number: 00002305

CUSTOMER INFORMATION

Bill To Address

Ohio Auditor of State
88 E Broad St.
Columbus, OH 43215
USA
(614) 466-1976 (Phone)
(Fax)

Ship To Address

Ohio Auditor of State
88 E Broad St.
Columbus, OH 43215
USA
(614) 466-1976 (Phone)
(Fax)

ORDER ITEMS

Name	Quantity	Total Price
Guidepath Migration	1.00	236,500.00
Migration - Transfer TeamMate AM to TeamMate+ Audit Licenses	712.00	0.00
Migration - Remote IT Services - TM+ Software Installation	8.00	0.00
TeamMate+ Audit - Offline Software	712.00	39,160.00
Expert on Demand - Hourly Rate	20.00	6,940.00
TeamMate+ Database Maintenance Utility Tools - 4-15 Databases	1.00	5,250.00

Local Currency: USD Amount: 287,850.00

Order Amount: 287,850.00

*Applicable taxes are extra

**Optional included in Pkg price

CURRENT LICENSE COUNT

Product Name	Current Count	This Order Adds
TeamGuide Pro Licenses:	0.0	0.0
TeamMate AM licenses:	712.0	0.0
TeamMate TMA licenses:	16.0	0.0
TeamMate+ Audit licenses:	0.0	712.0
TeamMate+ Controls licenses:	0.0	0.0
TM Public Sector Licenses:	0.0	0.0
TM+ API - Data Exch License:	0.0	0.0
TM+ API - Data Rptg Licenses:	0.0	0.0
TM+ Audit - Offline Licenses:	0.0	712.0
TeamMate+ IA licenses:	0.0	0.0

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TERMS and CONDITIONS**License Agreement.**

By executing this Order Form, Customer is hereby agreeing to be bound the terms of the Agreement, including its exhibits, which are attached hereto and incorporated herein to this Order Form (collectively the "Agreement"). This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

To the extent that any 3rd party products are required for usage of the Software licensed hereunder or the Services or other products set forth in this Order Form, Customer is exclusively responsible for such 3rd party products and for determining if needed. The foregoing sentence is applicable to the API functionality as well as any and all other Software, Services and products ordered hereunder including, NOT LIMITED TO, the licenses required for API connections when exchanging data OR ANY OTHER SIMILAR USE OR OTHERWISE. Technical Support offered as part of maintenance for API's is only available to provide troubleshooting to determine if there is a bug or other defect in the software. Our Technical Support team does not provide API installation and implementation services or support. Should such services be necessary to correct issues with API's, such services must be contracted for individually and are not offered as part of standard maintenance services.

Support. The Perpetual License Support is provided at no additional charge to Customer during the initial twelve (12) month period following the Effective Date. The Support Fee for each license is presently set at twenty percent (20%) of the then-current License Fee. The License Fee and Support Fee for future periods are subject to change by Licensor, as agreed to by both parties in writing.

Hosting Storage (if applicable). Hosting includes one gigabyte (1GB) of production storage per User. Additional gigabytes may be subject to additional fees, as agreed to by both parties in writing.

With reference to the Licensor's support policy, please refer to the document 'TeamMate Solutions Support and Maintenance Program'. With reference to the Licensor's hosting services, please refer to the documents 'TeamCloud Technical Overview TM Audit and Controls' and 'TeamCloud Advanced Security Package'.

Execution of Order Form. By executing this Order Form, Customer is hereby agreeing to be bound to the terms of the Agreement. This Order Form may contain additional terms and conditions which are not consistent with the terms of the Agreement and which are agreed to by the parties herein ("Additional Terms"). Acceptance of the Agreement will not be deemed to amend or supersede any such Additional Terms, which shall be deemed to be incorporated into the Agreement by the parties. Any defined terms not defined in the Order Form, shall be as defined in the Agreement.

Training.

End-User Training: For each session purchased, maximum class size is 20; for each virtual session purchased, maximum class size is 10.

Champion Training: For each session purchased, maximum class size is 5.

Expert on Demand (if applicable). All Expert on Demand contracts expire 1 calendar year from Order Start Date.

Governing Law. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio. The Parties hereto agree to bring all claims, whether in contract, statute, tort (such as negligence), or otherwise in the court of competent jurisdiction in Franklin County, Ohio.

ADDITIONAL BUSINESS TERMS**SPECIAL BILLING INSTRUCTIONS (if any)**

Ohio Auditor of State

Phillip Newman

Authorized Representative

Authorized Representative (1)

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Phillip Newman Wolters Kluwer, TeamMate

Print Name and Title

1/26/2023

Date Signed

Print Name and Title

Date Signed

Authorized Representative (2)

Print Name and Title

Date Signed

TO BE PROVIDED BY CUSTOMER

PO Required: Yes

Tax Exempt: X

FOR WK USE ONLY

SAP#: 100068073

Initial Order:

AGREEMENT
between
WOLTERS KLUWER FINANCIAL SERVICES, INC.
and
OHIO AUDITOR OF STATE

THIS AGREEMENT is made and entered into by and between the **Ohio Auditor of State** (the “Auditor”), 88 East Broad Street, P.O. Box 1140, Columbus, Ohio 43216-1140 and **Wolters Kluwer Financial Services, Inc.** (“Contractor”), 6815 Saukview Drive, St. Cloud, Minnesota 56303 (collectively referred to as the parties) and shall be effective when executed by both parties.

WHEREAS, the Auditor, pursuant to Chapter 117 of the Ohio Revised Code, is empowered to employ and fix the compensation of experts or assistants necessary to conduct its statutory duties; and

WHEREAS, the Auditor desires Contractor to perform consulting Services for the Auditor in accordance with the terms and conditions prescribed by the Auditor; and

WHEREAS, Contractor desires to be an expert or assistant of the Auditor.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

I. Nature of Contract.

- A.** Contractor will act as an independent contractor, to fulfill the terms of the Agreement and to perform contract Services as defined in Exhibit A for the Auditor. It is specifically understood that the nature of the Services to be rendered under this Agreement are of such a personal nature that the Auditor is the sole judge of the adequacy of such Services. The Auditor thus reserves the right to cancel this Agreement as it applies to Services (specifically excluding Licensed Products as defined in Exhibit A) pursuant to the terms set forth herein should he at any time be dissatisfied with Contractor’s performance of its duties under this Agreement. For the avoidance of doubt, support for Licensed Products may only be terminated or cancelled pursuant to Section 8.5 of Exhibit A.
- B.** The Auditor enters into this Agreement in reliance upon the material representation of Contractor that it has the necessary expertise and experience to perform its obligations hereunder, and Contractor warrants that it does possess the necessary expertise and experience.
- C.** In the event of a cancellation of this Agreement by the Auditor, Contractor shall be paid for all Services incurred up to the date of cancellation. All provisions of this Agreement relating to “confidentiality” shall remain binding upon Contractor in the event of cancellation.

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- D.** It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the Auditor of the State of Ohio.

II. Scope of Services. The scope of Services for this engagement are included in the Order Form, and the “TeamMate+ Audit Implementation Project Statement of Work” (SOW) document attached hereto and incorporated herein as “Exhibit B.” Milestones 1, 2 and 3, as identified in the Compensation Section of the SOW in Exhibit B shall be completed by June 30, 2023, conditional on the State of Ohio providing an environment for software installation no later than March 28, 2023. The completion of Milestones 4 and 5, as identified in the Compensation Section of the SOW in Exhibit B shall be completed on or before December 31, 2023, but in no event no later than June 30, 2024.

III. Term.

- A.** The Services as stated in Section II hereof shall commence on the date this Agreement is fully executed by both parties. The Services shall be concluded twelve (12) months thereafter, and this Agreement shall terminate on the earlier of: (i) the date on which the Services are completed to the satisfaction of the Auditor; or (ii) the date on which this Agreement is terminated as provided in in this Section or Section V, Termination of Contractor’s Services.
- B.** It is the intent of the Auditor to continue this Agreement for the term set forth in Section III(A). However, Contractor understands and acknowledges that the Auditor’s ability to complete the term is dependent upon obtaining additional funding authorization from the Ohio General Assembly, as the current General Assembly cannot commit a future General Assembly to expenditure. To the extent the funds are not allocated for the Services, the Auditor may terminate this Agreement on June 30, 2023, without penalty or further obligation to Contractor.
- C.** The Auditor may renew this Agreement on the same terms and conditions set forth herein by giving written notice to Contractor prior to expiration. Such renewal shall be executed and take effect on or after July 1, 2023, and shall expire no later than June 30, 2024, unless sooner terminated as set forth in this Agreement.

IV. Certification of Funds.

- A.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code have been complied with, including but not limited to Ohio Rev. Code § 126.07, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.
- B.** It is also expressly agreed by the parties that none of the rights, duties and obligations herein shall be binding on either party if award of this contract would

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be contrary to the terms of Ohio Rev. Code § 127.16 Code, or Chapter 102, Revised Code.

- C. The Auditor's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly, pursuant to Ohio Const. Art. II § 22 and Ohio Rev. Code § 131.33. If the Ohio General Assembly fails at any time to continue funding for any payments due under the Agreement, the Agreement will terminate as of the date that the funding expires. After that, the Auditor will have no further obligation.

V. Compensation.

- A. The Auditor shall pay Contractor for Services rendered as provided for in the Order Form and Exhibit B. In no event shall the liability of the Auditor under this contract exceed Two Hundred Eighty-Seven Thousand Eight Hundred Fifty 00/100 Dollars (\$287,850.00), inclusive of any and all compensation, costs, expenses, and fees.
- B. Contractor shall submit an invoice for its compensation after the completion of each Milestone, as set forth in the Compensation Section of the SOW in Exhibit B. Milestones 1, 2 and 3, as identified in the Compensation Section of the SOW in Exhibit B shall be completed by June 30, 2023, conditional on the State of Ohio providing an environment for software installation no later than March 28, 2023. The completion of Milestones 4 and 5, as identified in the Compensation Section of the SOW in Exhibit B shall be completed on or before December 31, 2023, but in no event no later than June 30, 2024. Within thirty (30) days of receipt and approval of each invoice by the Auditor's Office, a voucher for payment of the total amount shall be processed.
- C. Any additional compensation shall be negotiated and agreed upon by both parties in writing before payment can be made.
- D. This engagement will be completed virtually, accordingly there shall be no travel expenses or costs incurred.
- E. Contractor warrants that no part of the contract amount provided herein shall be paid directly or indirectly to any officer or employee of the State of Ohio as wages, compensation, or gifts in exchange for services as an officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this contract.

VI. Termination of Contractor's Services.

- A. The Auditor may, at any time prior to the completion of Services by Contractor under this Agreement, suspend or terminate this Agreement, or any portion thereof relating to the provision of the Services, with or without cause by giving written notice to Contractor. This Section V shall not apply to support for Licensed

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Products, which may only be terminated or cancelled pursuant to Section 8.5 of Exhibit A.

- B.** Upon receipt of written notice to Contractor to suspend or terminate this Agreement, or any portion thereof relating to the provision of Services, Contractor shall immediately cease work on the suspended or terminated activities and take all necessary steps to minimize costs; and if requested by the Auditor, Contractor must furnish a report describing the status of the Services.
- C.** Contractor shall be paid for Services rendered up to the date Contractor received notice of suspension or termination, less any payments previously made, provided Contractor has supported such payment with detailed factual data containing hours worked and Services performed. Contractor shall make no claim for additional compensation against the Auditor by reason of any suspension or termination.
- D.** At the end of the Term of this Agreement, including in the event this Agreement is suspended or terminated prior to its completion, Contractor, upon payment as specified, shall deliver to the Auditor all work products as documents which have been prepared by Contractor, excluding any and all intellectual property of Contractor, while providing Services under this Agreement. All such materials shall become and remain the property of the Auditor, to be used in such manner and for such purpose as the Auditor may choose. Upon termination of the Agreement by either party, all property belonging to the Auditor and in the possession of Contractor shall be returned to the Auditor prior to final payment to Contractor.

VII. Relationship of Parties.

- A.** The Auditor and Contractor agree that, during the term of this Agreement, Contractor shall be engaged by the Auditor solely on an independent contractor basis. While Contractor shall be required to render Services described hereunder for the Auditor during the term of this Agreement, nothing herein shall be construed to imply, by reason of Contractor's engagement hereunder on an independent contractor basis, that the Auditor shall have or may exercise any right of control over Contractor with regard to the manner or method of its performance of services hereunder.
- B.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the prior written consent of the other party.
- C.** Contractor will be responsible for all its business expenses and responsibilities, including, but not limited to, computers, email and internet access, software, phone service and office space, employees' wages and salaries, insurance of every type and description, licenses, permits, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

- D.** It is fully understood and agreed that neither Contractor nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Auditor or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement System (“OPERS”) benefits. Accordingly, no contributions will be made by the Auditor to OPERS on behalf of Contractor.

VIII. Contractor’s Representations and Warranties.

A. Nondiscrimination of Employment.

1. Pursuant to Ohio Rev. Code § 125.111, Contractor agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor, will not discriminate, by reason of race, creed, color, religion, sex, age, handicap, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
2. Contractor further agrees that Contractor, any subcontractor, and any person acting on behalf of Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, sex, age, handicap, national origin, or ancestry.
3. Contractor represents that Contractor has a written affirmative action program for the employment and effective utilization of disadvantaged persons and will file a description of that program and a progress report on its implementation, annually, with the Equal Employment Opportunity Office of the Ohio Department of Administrative Services.

B. Ethics Laws.

1. Contractor agrees to adhere to the requirements of Ohio Ethics Laws, Ohio Rev. Code, Chapter 102. Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws.
2. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws. No personnel of Contractor who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the Agreement shall, prior to the completion of the services, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge

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and fulfillment of his or her functions and responsibilities with respect to carrying out of the Agreement.

3. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Auditor in writing. Thereafter, he or she shall not participate in any action affecting the Agreement unless the Auditor shall determine in its sole discretion that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

C. Drug-Free Workplace. Contractor shall comply with all applicable federal, state, and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that any of Contractor's employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while providing services hereunder or on State property.

D. Findings for Recovery.

1. Contractor affirmatively represents and warrants to the Auditor that Contractor or persons associated therewith either individually or in the form of another entity is not subject to a Finding for Recovery under Ohio Rev. Code § 9.24, or that Contractor and such persons have taken the appropriate remedial steps required under Ohio Rev. Code § 9.24 or otherwise qualifies under that section.
2. Contractor agrees that if this representation and warranty is deemed false, the Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the Auditor hereunder immediately shall be repaid to the Auditor, or an action for recovery immediately may be commenced by the Auditor for recovery of such funds.

E. Compliance with Laws. The parties, in the execution of the duties and obligations under this Agreement, agree to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as applicable to each party.

F. Qualifications to do Business. Contractor affirms that it has all the approvals, licenses, or other qualifications needed to conduct business in Ohio and that all are current. If at any time during the term of this Agreement, Contractor, for any reason, becomes disqualified from conducting business in the State of Ohio, Contractor will immediately notify the Auditor in writing and will immediately cease performance of work under this Agreement.

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- G. Campaign Contributions.** Contractor hereby certifies that neither Contractor nor any of Contractor's partners, officers, directors, or shareholders, nor the spouse of any such person, has made contributions, if applicable, to the Auditor in excess of the limitations specified in Ohio Rev. Code § 3517.13.
- H. Debarment.** Contractor represents and warrants that it is not debarred from consideration for contract awards as described in Ohio Rev. Code § 9.242, pursuant to Ohio Rev. Code §§ 125.25, 153.02, 5513.06, or any other section of the Revised Code.
- I. Boycotting.** Pursuant to Ohio Rev. Code § 9.76(B), Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement. Contractor affirmatively represents that Contractor is not an organization or company organized under the laws of the Russian Federation or is otherwise barred from conducting business with the Auditor pursuant to Executive Order 2022-02D.
- IX. Confidentiality.** Contractor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of the Auditor.
- X. Rights in Data and Copyright and Public Use.**
- A.** The Auditor shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Contractor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Contractor by the Auditor shall be subject to copyright by Contractor in the United States or in any other country.
- B.** Contractor agrees that all original works created under the Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by the Auditor. Any requests for distribution received by Contractor, such as requests for public records made pursuant to the Ohio Public Records Act, Ohio Rev. Code § 149.43, *et seq.*, shall be promptly referred to the Auditor, unless Contractor is legally prohibited from providing the Auditor with notice of such request (e.g., a subpoena under seal).
- XI. Miscellaneous.**
- A.** It is understood by the parties that the Auditor's office is an elected office of the State of Ohio and is subject to the Ohio Public Records Act, Ohio Revised Code Chapter 149.43, *et seq.* and that any record kept by the Auditor that is deemed a public record is subject to release if a proper request is made. Contractor may identify in writing information shared with the Auditor that it considers to be confidential and exempt from disclosure under the Ohio Public Records Act (the "Identified Information").

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- B.** If the Auditor receives any request for the disclosure of any Identified Information, the Auditor shall promptly notify Contractor of such request so that Contractor may have the opportunity, within a reasonable period of time, to determine what information, if any, may be protected by applicable law, and to seek appropriate legal action, including injunctive relief, to prevent disclosure of the Identified Information.
 - C.** The Auditor agrees that TeamMate+ Audit software is the proprietary information of Contractor, all rights to TeamMate+ Audit are reserved by Contractor, and TeamMate+ Audit is the sole property of Contractor. The Auditor shall not reproduce, copy, disclose, disseminate, reverse engineer, or transfer to any other individual or entity, directly or indirectly, in whole or in part, the TeamMate+ Audit software. The Auditor shall not use TeamMate+ Audit to invent, create, modify, adapt, or manufacture any equipment or computer software products or features; create, modify, invent, or manufacture any other product; or provide, perform, or furnish any other product or service that could compete with or be used in lieu of Contractor's equipment, computer software products, or other products or services.
 - D.** To the extent permitted by law, each party shall protect the Identified Information referenced in Section X(A) by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Identified Information. This section shall not be construed to impair or limit the ability of the Auditor to comply with Ohio's Public Records Act, O.R.C. § 149.43, *et seq.*
- XII. Entire Agreement; Waiver.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing and executed by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- XIII. Notices.** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses provided herein.
- XIV. Headings.** The headings in this Agreement have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of this Agreement.
- XV. Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions, and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

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XVI. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio. The Parties hereto agree to bring all claims, whether in contract, statute, tort (such as negligence), or otherwise in the court of competent jurisdiction in Franklin County, Ohio.

XVII. Successors and Assigns; Subcontractors. Neither this Agreement nor any rights hereunder may be assigned or transferred in whole or in part by either party, without the prior written consent of the other party, except that, after reasonable prior notice thereof, either party may assign or transfer its rights and obligations hereunder to an affiliate or to a successor to its business to which this Agreement relates.

XVIII. Liability.

A. In no event shall either party be liable to the other party for punitive, multiple, enhanced, incidental, special, indirect, or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages. In addition, the parties' entire liability hereunder shall be limited to the fees received under this Agreement.

B. Contractor agrees to indemnify and to hold the Auditor and the State of Ohio harmless and immune from any and all claims: (i) made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters; and (ii) for death, bodily injury, or damages to tangible property arising from this Agreement which are attributable to Contractor's willful misconduct or gross negligence or those of its trustees, officers, employees, subcontractors, suppliers, their party agents or joint venturers while acting under this Agreement.

XIX. Counterparts; Delivery. This Agreement may be executed in two or more counterparts, and either party may execute the Agreement with an original signature or with an electronic signature; each of which shall be deemed an original and all of which together shall constitute one instrument. For purposes of this Agreement, the facsimile or portable document format (PDF) signatures of any party hereto shall constitute and be deemed an original signature. Facsimile and/or electronic transmissions of any executed original document and/or retransmission of any executed facsimile or electronic transmission shall be deemed to be the same as delivery of an executed original.

XX. Force Majeure. Neither party shall be liable for failure to fulfill its obligations under this Agreement if that failure is caused, directly or indirectly, by extreme weather, fire, mud slide, earthquake, windstorm, flood, or other natural calamity or act of God; communications failure, lack of or interruption in transportation facilities, water, electricity, or heating/air conditioning (depending on the season); malicious acts of third parties, war, acts of terrorism, riots, civil commotions, disorders, rebellions, or revolutions; acts of governmental agencies including governmental preemption in connection with a national, state or local emergency, epidemics, pandemics, quarantines, or embargoes;

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strikes, lockouts, or labor disputes affecting vendors or subcontractors and for which the party claiming force majeure is not responsible; or any other similar cause beyond the reasonable control of and without the fault or negligence of that party.

XXI. Precedence. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended by such Order Form.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**WOLTERS KLUWER FINANCIAL
SERVICES, INC.**

6815 Saukview Dr.
St. Cloud, MN 56303

KEITH FABER

OHIO AUDITOR OF STATE
88 East Broad Street, 5th Floor
P.O. Box 1140
Columbus, Ohio 43216-1140

By: Phillip Newman
[NAME HERE]
[TITLE HERE] Sales - Americas

Dated: 1/26/2023

By: _____
Sloan T. Spalding
Chief of Staff

Dated: _____

EXHIBIT A

TEAMMATE® GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT

TeamMate® Global License, Support and Services Agreement (2017) as of December 2, 2022

IMPORTANT NOTICE: PLEASE READ THIS GLOBAL LICENSE, SUPPORT AND SERVICES AGREEMENT (THIS “AGREEMENT”) CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR USING ANY TEAMMATE® SOFTWARE. THIS AGREEMENT IS A LEGAL AGREEMENT BETWEEN THE COMPANY, ORGANIZATION OR OTHER PERSON OR ENTITY THAT HAS LICENSED THIS SOFTWARE (“CUSTOMER”) AND LICENSOR (AS DEFINED BELOW). IT HAS THE SAME EFFECT AS ANY NEGOTIATED WRITTEN AGREEMENT SIGNED BY CUSTOMER AND GOVERNS PERMITTED ACCESS TO AND INSTALLATION, COPYING AND USE OF THE SOFTWARE BY CUSTOMER AND ANY USERS. BY CLICKING TO ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, OR BY INSTALLING, DOWNLOADING, OR USING THE SOFTWARE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY, OR DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO, THESE TERMS AND CONDITIONS, THEN DO NOT INSTALL, DOWNLOAD OR USE THE SOFTWARE.

THIS AGREEMENT MAY REFER TO AND INCORPORATE SUPPLEMENTAL TERMS SET FORTH IN ONE OR MORE ORDER FORMS (AS DEFINED BELOW). IN ADDITION, CUSTOMER’S RIGHTS UNDER THIS AGREEMENT MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS IN A SEPARATE WRITTEN LICENSE AND SERVICES AGREEMENT WHICH MAY SUPERSEDE ALL OR PORTIONS OF THIS AGREEMENT, AS AND TO THE EXTENT EXPRESSLY PROVIDED THEREIN. TO THE EXTENT A CUSTOMER HAS PREVIOUSLY ENTERED INTO A SEPARATE LICENSE AGREEMENT FOR THE LICENSED PRODUCTS AND ANY SUCH TERMS CONFLICT WITH THE TERMS HEREUNDER, THE TERMS OF THAT PARTICULAR OTHER PRE-EXISTING LICENSE AGREEMENT(S) SHALL GOVERN IN THE EVENT OF CONFLICT.

Section 1. Selected Definitions

1.1. “Affiliate” means with respect to Customer, any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through ownership of voting securities or otherwise.

1.2. “Content” means informational content, such as operational risk listings or categories, sample report templates or illustrative databases, contained in the Software or supplied by or on behalf of Licensor to Customer with the Software.

1.3. “Documentation” means any operating manuals, user instructions, technical specifications or similar publications relating to the Use and administration of the Software by Licensor customers that are supplied with or contained in the Software provided to Customer by or on behalf of Licensor.

1.4. “Effective Date” means the earlier of (a) the date so designated in the Order Form, or (b) the date Customer first downloads or receives delivery of the Software.

1.5. “Initial Fees” means all license fees payable for license of the Software, together with all fees for any related Services (to the extent such fees are to be paid up front pursuant to the Order Form) and for the initial Support term, in each case as shown on the applicable Software Order Form.

1.6. “Intellectual Property Rights” means all rights, title and interests in and to the Licensed Products,

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including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and these and any other similar rights in any jurisdiction relating to the Licensed Product.

1.7. “Licensed Products” means the Software identified on an applicable Order Form, any Content (whether included in such Software or separately provided), the Documentation and the Media.

1.8. “Licensor” means Wolters Kluwer Financial Services, Inc. or any non-United States affiliated company that is named as the “licensor” or “services provider” in any Order Form or written license and/or services agreement with Customer.

1.9. “Media” means the physical media on which the Software and Documentation are recorded or printed, as provided by Licensor to Customer.

1.10. “Order Form” means Licensor’s then current order form for Software or its then current Services, all of which refer to and are governed by this Agreement, completed and signed by Customer and Licensor.

1.11. “Services” means the services (other than Support) provided by Licensor under this Agreement, as requested by Customer, accepted by Licensor and described in one or more Order Forms.

1.12. “Software” means (a) the TeamMate® electronic audit management software suites, only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein, (b) the TeamMate® Analytics Software, only in machine readable, executable (object code) format, including the features, functions, designs and any Content included therein (c) any Updates or Versions that may be provided by or on behalf of Licensor to Customer during the applicable Support Period, and (d) any complete or partial copies thereof permitted to be made by this Agreement.

1.13. “Support” means Licensor’s then current support and maintenance services program for the Software, as further described in Section 8.

1.14. “Support Period” means the period during which Licensor provides support services under the terms of this Agreement and as set out in the Order Form, for which Customer has paid the applicable fee(s).

1.15. “Update” means any updates, enhancements, improvements, corrections, service packs or other modifications of or to the Software that are released by Licensor for general distribution to Software licensees as a part of Support during the period for which Customer has purchased Support, but which are not new major Versions. An Update is generally denoted by Licensor by a change to the right of the first decimal point in the Software version number (for example, Version 1.0 to 1.1).

1.16. “Use” or “Using” means (a) to install, load, download, execute, access, utilize, display or store the Software or information therein, or interact with its functionality or processing capabilities in accordance with the terms of this Agreement, and (b) to read, process and utilize the Documentation and process the Media in connection with Use of the Software in accordance with the terms of this Agreement.

1.17. “User” means each individual employee of Customer or its authorized agents or subcontractors who Uses the Licensed Products as operated or made available by or through Customer, regardless of whether such individual is actively Using the Software at any given time.

1.18. “Version” means any new version or upgrade of the Software that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version (if any) and which is designated by a numeric change to left of the decimal (e.g., Version 8.0 and 9.0).

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Section 2. License Grant

2.1. General. Effective upon Customer's payment of the Initial Fees, Licensors hereby grants to Customer a non-exclusive, perpetual and non-transferable license to Use the Licensed Products, on and subject to the terms and conditions of this Agreement. Licensors reserves all rights in and to the Licensed Products not expressly granted in this Agreement.

2.2. Internal Use Limitation. Customer may Use and permit its Users to Use the Licensed Products only for Customer's own internal business purposes. Other than Users authorized hereunder, Customer shall not permit any third party to Use the Licensed Products in any way whatsoever. Except as expressly authorized by Section 3 of this Agreement, Customer shall not, and shall not permit any User to, offer or Use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing or other participation arrangement.

2.3. Number of Users. Customer shall not Use, or permit the Use of, any Licensed Products by more than the maximum number of Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 3.3 and 4.4 hereof), whether or not such Users are actively Using the Licensed Products at the same time.

2.4. Copies. Customer may make a reasonable number of back-up copies of the Software for Customer's archival or disaster recovery purposes only and not for production, development, evaluation or testing purposes (other than to ensure that such back-up copies are capable of replacing the Software in case of a disaster). Such copies shall be the property of Licensors and Customer shall not remove from, deface or overprint on the original Software any Licensors copyright notices, trademarks, logos, legends or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall keep exclusive possession of and control over the copies of the Licensed Product in its possession and shall effect and maintain adequate security measures to safeguard the Licensed Product from access or Use by any unauthorized person or person who is not an authorized User hereunder.

Section 3. Limited Third Party Use of Licensed Products

3.1 Affiliate Use. Any Customer Affiliate may Use the Licensed Products, provided that (a) such Customer Affiliate Uses the Licensed Products only for its own and/or Customer's internal business purposes strictly in accordance with all of the terms and conditions set forth in this Agreement (including, without limitation, Section 2.3 above), and (b) Customer Affiliate agrees to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Customer Affiliates' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate (or its Users) shall be deemed a breach by Customer.

3.2 Use by Third Party Service Providers. Customer may permit Use of the Licensed Products by its third party service providers or consultants, including any third parties providing Customer with outsourcing, data center management or disaster recovery services ("Service Providers"), provided that such Service Providers (a) Use the Licensed Products only for Customer's internal business purposes and (b) agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Service Providers' (and its Users) full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Services Provider (or its Users) shall be deemed a breach by the Customer.

3.3 User Count and License Fee Adjustments. Any individuals afforded rights to Use the Licensed Products pursuant to Sections 3.1 or 3.2 shall be counted as Users for all purposes under this Agreement. Customer shall advise Licensors promptly upon any increase in the total number of Users as a result of any such Affiliate or Service Provider Use and shall pay to Licensors any required additional License fees at

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Licensor's then current applicable rates. No such adjustments shall be required for any incidental access to information in, from or generated by the Software required or requested by any external financial auditor of Customer or any Affiliate, or any representative of any governmental, accreditation or regulatory body in the course of their normal regulatory, investigative or professional duties for or with respect to Customer or any Affiliate.

Section 4. Unauthorized Use of Licensed Products

4.1 No Modification or Reverse Engineering. Customer shall not, and shall not allow any User, Affiliate or Service Provider to, (a) modify, port, adapt or translate or create any derivative works from or based on the Licensed Products, in whole or in part, (b) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software, or (c) combine or merge the Software with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile the Software if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from Licensor and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by Licensor to its customers for the same. Customer's Use of the Software to process Customer information or tasks and produce activity lists, schedules or reports which the Software enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 4.1.

4.2 No Transfer or Assignment. Except as may be otherwise expressly provided in Section 3, Customer shall not (a) sublicense, assign or transfer the Software in whole or in part to any third party, or (b) assign or transfer to any third party any of Customer's rights or interests in and to the Software, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third party.

4.3 Additional Customer Responsibilities. Customer shall maintain, and promptly provide to Licensor upon its request, accurate User lists and other reasonably detailed records regarding Use of the Software by or for Customer. If Customer becomes aware of any unauthorized Use of all or any part of the Licensed Products, Customer shall notify Licensor promptly, providing reasonable details. Customer will remain responsible for any unauthorized Use of the Licensed Products by any individuals employed by, acting as authorized agents of or performing services for Customer or its Affiliates (including any of their respective service providers).

4.4 Verification Rights. Upon reasonable prior notice to Customer not more than once every twelve (12) months, Licensor may conduct an audit, using its own or third party personnel, to review that Customer's Use of the Licensed Products complies with this Agreement, including the number of licensed Users under this Agreement and the applicable Order Form(s). Licensor will conduct any such audit during Customer's normal business hours and in accordance with Customer's reasonable site security requirements. If any such audit or any other Customer-provided information reveals that Customer has underpaid any license or Support fees, then as an exclusive remedy, Licensor may invoice Customer for, and Customer will pay, such additional fees as are thereby determined to be payable, based on Licensor's then effective list prices. If such underpayment exceeds five percent (5%) of the total fees paid or due and payable by Customer under this Agreement, Customer also shall reimburse Licensor for its reasonable costs actually incurred in conducting the verification.

Section 5. Proprietary Rights

5.1 Ownership of Licensed Products. Customer acknowledges that Licensor is and will remain the sole and exclusive owner of all Intellectual Property Rights. Customer shall have no rights, title or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

5.2 Ownership of Customer Data. Nothing in this Agreement shall be construed as granting Licensor any right, title or interest in or to any Customer-provided data or other content or information input into or

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processed using the Licensed Products.

5.3 Ownership of Other Materials.

Licensor shall be the exclusive owner of all rights, title and interests, including all Intellectual Property Rights, in and to (i) the Licensed Products, (ii) any and all translations, adaptations, developments, enhancements, improvements, Updates, Versions, customizations or other modifications or derivations of or to the Licensed Products, whether or not developed by or for the Customer, and (iii) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer. In providing any customized report template or other customized work product deliverables in connection with its provision of Services hereunder, Licensor does not and shall not be deemed to transfer to Customer any Intellectual Property Rights therein, whether as “work-for-hire” or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Licensed Products. Customer hereby assigns, grants and conveys to Licensor all rights, title and interests in and to any and all such materials, effective upon their creation or communication. Customer will execute and deliver to Licensor such further assignments and take all such further actions as Licensor may reasonably request to effect or evidence the assignment to and vesting in Licensor of all such rights.

5.4 No Contest. Neither Party shall pursue any claims contesting, make any filings or registrations inconsistent with or otherwise take any actions to challenge the respective intellectual property rights of the other Party as set forth in this Section 5.

Section 6. Confidential Information

6.1. Nature and Scope. Customer’s (i) financial and audit working papers and related documentation, and (ii) all data and other information identified as confidential by Customer, are confidential information of Customer. Customer agrees that the Licensed Products constitute trade secrets and confidential information of Licensor. “Confidential Information” includes any Licensor internal policies, procedures or third party audit or attestation reports and all information that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether furnished or made available before or after the date of this Agreement, and regardless of its form, format, media or mode of disclosure (written, visual, electronic or other).

6.2. Obligations. Each party will keep all Confidential Information of the other Party strictly confidential. Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors or agents who have a need to know such information, provided that, prior to such disclosure, the disclosing party requires that each such employee, subcontractor or agent agree to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement.

Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. For the purpose of this Section 6, with respect to Customer, “party” shall include any Affiliate of Customer who has Users hereunder. In addition, Customer and its Affiliates (if applicable) shall be responsible for full compliance of any of their Service Providers’ or Users’ full compliance with the confidentiality obligations hereunder. These confidentiality obligations shall survive for a period of five (5) years after Customer's termination of Support of the Software. Notwithstanding the foregoing, receiving party shall be entitled to retain copies of disclosing party's Confidential Information as required by applicable law or regulation, provided any copies maintained by receiving party as required by applicable law or regulation shall remain subject to the obligations of Section 6.2 for as long as such copies are maintained.

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6.3. Exceptions. Confidential Information shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of a governmental agency or court order.

Section 7. Order, Delivery and Payment

7.1 Order, Delivery, Installation. Customer may order Software licenses, Support and/or Services by submitting one or more signed Order Forms to Licensor. After its acceptance of a Software Order Form, Licensor will either deliver the Software to Customer at the locations provided therein or permit the Customer to download the Software from an FTP site identified in such Order Form. Customer will be responsible for installation of the Software, except to the extent Licensor agrees to provide such Services in accordance with Section 9 and pursuant to an Order Form. Acceptance will be deemed to occur on Customer's receipt or downloading of Licensed Products, Customer's order or renewal of Support or Licensor's performance of Services, as applicable. Licensor will bear all risk of loss for Licensed Products until their delivery to or downloading by Customer.

7.2 Payment and Taxes. All fees and expenses are quoted and invoiced in the currency specified in the applicable Order Form. All invoiced amounts are due and payable by Customer within thirty (30) days after the invoice date. Fees and other charges described in the applicable Order Form, do not include federal, state or local sales, foreign withholding, use, property, excise, service, value added or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. Customer is exempt from federal excise taxes and state/local sales and use taxes, and direct pay permits or a valid tax-exempt certificates may be provided by Customer to Licensor upon request.

Section 8. Support

8.1 Support Term and Fees. The initial term for Support of the Software will commence on the Effective Date and continue for such initial Support Period as shown on the applicable Order Form. Support will renew for successive one (1) year renewal terms as agreed to by the parties in writing, unless and until terminated as provided in Section 8.5. Unless otherwise provided in the Order Form, Support will be provided to Customer at no additional charge during the initial twelve (12)-month term following the Effective Date. Support fees for each successive Support renewal term are payable by Customer annually in advance. At the request of Licensor, Customer will provide Licensor with an update and/or confirmation of the number of Users of the Software and to the extent such number of Users has increased, Customer will pay Licensor such increased license fees and Support as required hereunder.

8.2 Licensor Support Obligations. Throughout the applicable Support Period, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations) and subject to the exclusions set forth in Section 8.4, Licensor will provide or cause to be provided the following Support services: (a) telephone help-desk, and electronic and/or remote access support to assist Customer in its Use of the Software and respond to any reported failures of the Software to conform to Section 10.2 (provided that this support shall not be in lieu of obtaining training with respect to the Licensed Product, for which there is a Service charge); (b) provision of such Updates and Versions as Licensor from time to time produces and distributes generally to Software licensees under Support for no additional fees; and (c) such other support services as Licensor provides generally to licensees as part of its then current Software support and maintenance program.

8.3 Customer Responsibilities. Throughout the applicable Support Period, Customer will: (a) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable Licensor to gain remote access, with Customer's consent, to the computer system(s) on which the Software is installed for diagnostic, error notation and correction and other support purposes; (b) cooperate with Licensor in investigating and seeking to identify the cause of any claimed failure of the

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Software to perform in accordance with this Agreement; (c) allow such other remote and/or on-site access to the Software and to Customer's systems as may be reasonably required for Licensor to perform Support activities and (d) install all Updates and/or Version of the Software within at least eighteen (18) months of their release by Licensor. Licensor's obligation to provide the Support described in Section 8.2 above shall not apply to the extent Customer is not in full compliance with this Section 8.3. Customer acknowledges that the failure to timely install any Updates and/or Versions shall excuse Licensor's warranty and indemnity obligations herein, if and to the extent any performance or infringement issues thereby would have been avoided or mitigated by Customer's installation of such Updates and/or Versions.

8.4 **Exclusions.** Licensor Support will not include: (a) resolution of problems resulting from: (i) any modification of or damage to the Software or its operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable Licensor Documentation, or (iii) Customer's failure to implement any Updates provided by Licensor within the period of time required in Section 8.3(d); (b) new Versions of the Software for which Licensor establishes and generally charges Software licensees a separate license fee; (c) the provision of any Updates or other program Support described in Section 8.2, if Customer is in default with respect to payment of Support fees; or (d) Services, including but not limited to any installation, implementation and other Services.

8.5 **Support Termination.** Either party may terminate Support under this Agreement as of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least ninety (90) days prior to the end of such applicable Support Period and/or renewal term. If Customer's license to use any of the Software is terminated for any reason, Support will terminate automatically as to such Software. If Licensor terminates Support in accordance with this Section 8.5, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid Support fees for any period beyond the termination effective date.

Section 9. Services

9.1 **General.** Licensor offers consulting services relating to the Licensed Products, including installation and implementation services, configuration or customization of templates or reports and training for Customer personnel. Licensor will provide (a) any required initial implementation Services, as provided in the Order Form for the Licensed Products, and (b) all other Services, at Customer's election and following Customer's signature and Licensor's acceptance of an Order Form describing the nature, scope, project assumptions, fees, duration, location(s) of the covered Services, in each case in accordance with and subject to the terms and conditions of this Agreement.

9.2 **Services Performance; Customer Support.** In performing Services, Licensor may assign Licensor personnel, authorized agents or qualified third-party contractors who are proficient in the provision of Services relating to the Licensed Products ("Consultants"). Licensor will be responsible for the observance by such Consultants of Licensor's obligations hereunder, including the confidentiality obligations in Section 6 herein. Customer agrees to provide the information, facilities, personnel and equipment, including if applicable suitably configured computers, reasonably identified by Licensor as essential to the performance of any Services. Customer may require Licensor's personnel in performing any Services to observe at all times the safety and security policies of Customer. Customer shall advise Licensor of any hazards to the health and safety of Licensor's personnel on the Customer's premises and provide Licensor's personnel with appropriate information regarding applicable safety and security procedures.

9.3 **Services Pricing.** Unless otherwise provided in the applicable Order Form, all Services shall be provided on a time and expense/materials basis at Licensor's then current rates. Licensor reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Customer shall pay or reimburse Licensor for all reasonable travel and other out-of-pocket expenses incurred in connection with Licensor's performance of Services hereunder, as agreed to by both parties in writing.

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Section 10. Limited Warranties and Disclaimers

10.1 Authority. Each party represents to the other that such party has the full corporate power and authority to enter into and perform this Agreement.

10.2 Software and Media. Licensor warrants to Customer that, for a period of ninety (90) days from its delivery date, (a) the Software will perform substantially in accordance with the material functional specifications contained in the Documentation in effect at the time of delivery to Customer when such Software is properly installed and Used on the recommended operating system, and (b) the Media on which the Software is furnished, if any, will be free from material defects under normal use. Licensor's entire liability and the Customer's sole and exclusive remedy for breach of this Section 10.2 will be limited to either, at Licensor's option, replacement of the Software and Media, if any, at no charge to Customer or refund of the license fee paid by Customer and termination of this Agreement. The warranties in this Section 10.2 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

10.3 Services. Licensor warrants to Customer that all Services provided under this Agreement will be performed by competent personnel with appropriate experience in providing such Services.

10.4 Warranty Limitations. The preceding Licensor warranties do not apply to and, to the full extent permitted by law, Licensor shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of the Software by any person other than Licensor (except as directed or authorized by Licensor); (iv) the combination of the Software with products or services not provided by Licensor (except as directed or authorized by Licensor); (v) Use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (vi) Use of an earlier Version of some or all of the Software other than the current Version or Use of Software without all Updates installed.

10.5 DISCLAIMERS.

(a) EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 10 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE LICENSED PRODUCTS, CONTENT, SUPPORT, SERVICES OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF LICENSOR WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 10, (A) THE LICENSED PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE LICENSED PRODUCTS AND ITS OWN AUDIT APPROACH OR METHODOLOGY.

(b) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR, ANY OF

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ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

(c) TO THE EXTENT THAT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS CANNOT BE FULLY DISCLAIMED AND EXCLUDED UNDER APPLICABLE LAW AS CONTEMPLATED BY SECTION 10.5(a), THEN ANY DIFFERENT OR ADDITIONAL LEGALLY REQUIRED WARRANTIES, REPRESENTATIONS OR CONDITIONS, SHALL BE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF SOFTWARE DELIVERY OR SERVICES PERFORMANCE, AS APPLICABLE.

Section 11. Indemnities

11.1 Infringement Indemnity.

(a) General. Licensor agrees (i) to defend Customer against any unaffiliated third party claim or action brought against Customer asserting that Customer's Use of all or part of the Licensed Products in conformity with this Agreement infringes such third party's copyrights or registered trademarks in the United States, Canada, Australia or the European Union or a third party's patents in the United States, and (ii) to indemnify Customer against actual damages and reasonable costs and expenses assessed against or recovered from Customer as a result of any such claim or action.

(b) Exclusions. Section 11.1(a) does not cover claims or actions based upon or arising out of: (i) Use of the Licensed Products in combination with other non-Licensor-provided products or programs with which the Licensed Products are not authorized or intended to be used; (ii) modification or alteration of the Software by Customer or for Customer by any person other than Licensor or its authorized agent; (iii) Use of the Licensed Products in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; or (iv) use of a superseded or altered Version of some or all of the Software if infringement would have been avoided or mitigated by the use of a subsequent unaltered Version (with all Updates) of the Software that is provided to Customer as part of Support.

(c) Licensor Cure. If all or part of the Licensed Products become, or in Licensor's opinion, are likely to become, the subject of a third party claim of infringement or violation of such third party's intellectual property rights, Licensor may, at its option: (i) procure for Customer the right to continue using the affected Licensed Products; (ii) replace the same with substantially equivalent, non-infringing materials; or (iii) modify the affected Licensed Products so that they become non-infringing without materially changing their functionality. If, in Licensor's opinion, none of the foregoing alternatives are feasible or commercially reasonable, Licensor may terminate Customer's license to the affected Licensed Products, require and accept return of the same, and refund to Customer the unamortized portion of the allocable Software license fees paid by Customer with respect thereto (based on a five-year estimated useful life) and the unused portion of any Customer prepaid, related Support fees.

(d) Exclusive Remedy. To the maximum extent permitted by applicable law, the provisions of this Section 11.1 state the sole, exclusive and entire liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole remedy, with respect to any actual or claimed infringement or other violation of any third party's intellectual property rights.

11.2 Indemnification Procedures. The indemnity in this Section 11 is contingent upon: (i) Customer promptly notifying the Licensor in writing of any claim which may give rise to a claim for indemnification; (ii) Licensor being allowed to control the defense of such claim, subject to prior approval of the Ohio Attorney General per R.C. 2743.15; and (iii) Customer cooperating with all reasonable requests of Licensor (at Licensor's expense) in defending a claim. Customer shall have the right, at its option and expense, to

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participate in the defense of any suit or proceeding through a counsel of its own choosing. The indemnities in this Section 11 shall not apply if, and during the period that, any Licensed Products are provided to Customer for evaluation or trial use.

Section 12. Limitations of Liability

12.1 Internet Exclusion. THE SOFTWARE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT LICENSOR AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORIZED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS OR NETWORKS. LICENSOR SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

12.2 Customer Responsibility; Professional Advice. CUSTOMER ASSUMES ALL RESPONSIBILITIES AND RISKS, FOR ITSELF AND ALL USERS, REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE LICENSED PRODUCTS; (II) THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SOFTWARE OR ANY CONTENT, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE LICENSED PRODUCT. LICENSOR AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE LICENSED PRODUCT IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE LICENSED PRODUCT AND ANY DECISIONS THE CUSTOMER MAY TAKE BASED ON CUSTOMER'S USAGE OF THE LICENSED PRODUCT.

12.3 Damages Exclusion. EXCEPT AS OTHERWISE PROVIDED IN SCHEDULE A, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR OR CUSTOMER, NOR THEIR RESPECTIVE AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY EXEMPLARY, PUNITIVE OR SPECIAL LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE LICENSED PRODUCTS, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE).

12.4 Limitations of Liability. Except for any indemnification liability arising under Section 11.1 of this Agreement, and except as otherwise provided in Schedule A, the entire and collective liability of Licensor and its affiliates, distributors, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Licensed Products, Content, Support or Services, or any other cause whatsoever, including without limitation on account of performance or nonperformance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Licensor in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

12.5 Limitations Period. Any claim or cause of action arising under or otherwise relating to this Agreement, any Order Form, or the Licensed Products, Support, Services or other subject matter hereof or thereof, whether based on contract, tort (including negligence) or otherwise, must be commenced within one year from the date such claim or cause of action first arose.

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Section 13. Term and Termination

13.1 Intentionally left blank.

13.2 Termination.

(a) Either party may terminate this Agreement in its entirety, or in part with respect to an Order Form for Services, at any time upon thirty (30) days prior written notice, if the other party materially fails to comply with any of the terms and conditions of this Agreement and such failure is not cured by the end of such thirty (30)-day period. Licensor may terminate this Agreement immediately if Customer materially fails to comply with Sections 2, 3, 4, 5 or 6 of this Agreement.

(b) Unless otherwise specified by the parties in writing, either party may terminate this Agreement in part with respect to the delivery by Licensor of any of the Services upon thirty (30) days' advance written notice. Upon any such partial termination, Licensor shall advise Customer of the extent to which performance of a terminated Service has been completed through such date. Licensor shall be paid for all work performed and expenses with respect to such Service through the date of termination.

13.3 Effects of Termination. Upon termination of this Agreement for cause by Licensor, including due to violation by Customer or Affiliates (or their respective Users) of Sections 2, 3, 4, 5, 6 or 10.1 or for failure to pay any license fee or contractually required Support Fee due hereunder or any applicable Order Form ("Licensor For-Cause Termination"), Customer shall immediately cease using the Licensed Products, return all of the Licensed Products (including all copies thereof, in whatever form) to Licensor, and return to Licensor all of its Confidential Information in tangible form, destroy or erase any computer entries, database entries and any other recordation of Licensor Confidential Information.

13.4 Survival. In the circumstance of a Licensor For-Cause Termination, all license rights granted under Sections 2 and 3 shall be terminated, provided Sections 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination of the Agreement. In the circumstance of a Customer ceasing to maintain Support or expiration of the Agreement, Sections 2, 3, 4, 5, 6, 7 (to the extent payment is still due by Customer) 10.4, 10.5, 12, 13, 14 and 15 shall survive any such termination or expiration of the Agreement.

Section 14. Governing Law and Dispute Resolution

14.1 Governing Law. The Parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. Unless a different legal jurisdiction is denoted in an Order Form, the "Governing Law" shall be the laws of the state of Ohio, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14.2 Injunctive Relief. Each party agrees that any actual or threatened breach by the other of its obligations under this Agreement relating to proprietary rights, confidentiality and non-disclosure of Confidential Information may cause irreparable damage for which legal remedies are inadequate, and each party agrees that the other may seek immediate injunctive or other equitable relief restraining such actual or threatened breach in the court of competent jurisdiction in Franklin County, Ohio, without the need to first secure a judgment or award and without the need to seek arbitration and follow any procedures related thereto.

14.3 Intentionally left blank.

14.4 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY RELATED DOCUMENTS, THEIR RESPECTIVE SUBJECT MATTER OR RELATED DEALINGS BETWEEN THE PARTIES TO THE

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MAXIMUM EXTENT PERMITTED BY LAW.

14.5 Intentionally left blank.

Section 15. Miscellaneous Provisions

15.1 Intentionally left blank.

15.2 Government Use. In the event that Customer is an agency of the United States Government or that a license granted hereunder is pursuant to a contract with either a defense or civilian agency of the United States Government, Customer acknowledges that the Software and Documentation, respectively, provided to Customer hereunder constitute commercial computer software and commercial computer software documentation developed at private expense and are subject to the terms and restrictions of this Agreement pursuant to FAR 27.405-3 and DFARS 227.7202. The contractor/manufacture is Licensor, with an address set forth on the applicable Order Form.

15.3 Intentionally left blank.

15.4 Intentionally left blank.

15.5 Intentionally left blank.

15.6 Modification. Licensor reserves the right to modify, in its discretion, the terms in the body of this Agreement in connection with (i) the general release of future versions, updates, or upgrades of the Software; and/or (ii) the issuance of invoices for Services. Customer will be provided an opportunity to review and accept or reject any modified Agreement, but continued use of the Software will be subject to Customer's acceptance of such modified Agreement.

15.7 No Third Party Beneficiary. No third party is intended to be or shall be a third party beneficiary of any provision under this Agreement. Licensor and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

15.8 Intentionally left blank.

15.9 Intentionally left blank.

15.10 Insurance. During any period in which it is performing Services for Customer, Licensor will maintain (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such Services are being performed, and (b) general liability insurance in commercially reasonable amounts covering liability for bodily injury, death and property damage. Upon written request, Licensor shall promptly provide written confirmation of such insurance coverage.

15.11 Intentionally left blank.

15.12 Intentionally left blank.

15.13 Electronic Documents. Any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability solely for that reason and shall meet any requirement to provide an original or print copy.

Exhibit B

Ohio State Auditor

TeamMate+ Audit Implementation Project Statement of Work

November 10, 2022

Document Expiry Date: February 28, 2023

CONFIDENTIAL

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Legal Notice

This Statement of Work ("SOW") is entered into pursuant to the TeamMate Global License, Support and Services Agreement ("Agreement") between the Ohio State Auditor ("Licensee"), with offices at 88 E Broad St, Columbus, OH 43215 and Wolters Kluwer Financial Services, Inc. ("Licensor"), dated November 3rd, 2009. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. The work to be performed under this SOW shall be undertaken in accordance with the deliverable, timeframe, and other terms and provisions contained herein. In the event of a conflict or inconsistency between the terms of the SOW and the terms of the Agreement, the terms of the Agreement shall govern and prevail.

Our Understanding of Your Requirements

Licensor understands the following about Licensee requirements:

Use of TeamMate	<ul style="list-style-type: none">• TeamMate+ will continue to be used by the following function(s)/department(s) within the organization:<ul style="list-style-type: none">○ Local Audit○ State Audit○ Special Investigation Unit○ Medicaid Audit○ Performance Audit○ Information Technology○ Local Government Assistance• Licensee is seeking enhancements to the methodologies/approaches for performing the work and would like these reflected in TeamMate+• There is/are a total of 3 function(s) and/or team(s) for which TeamMate+ is being configured for use as part of this implementation project• The staff who will serve as Licensee new TeamMate+ Champions have some TeamMate AM or TeamMate+ Champion experience• Offline Projects
Licensing	<ul style="list-style-type: none">• TeamMate+ Audit - licensed for 712 user(s)
Technical Aspects	<ul style="list-style-type: none">• Licensee would like TeamMate+ to be installed On-premise, and require:<ul style="list-style-type: none">○ That 1 database (s) be created, (with a maximum of 8 databases in any given environment, and the TeamMate+ Database Maintenance Utility Tool for 4-15 Databases (Perpetual).
In-scope Features	<ul style="list-style-type: none">• One Dimension (use Assessment for Audit creation only)• Taxonomy (Assessment and Audit objects (and their child objects))• Perspectives (Assessment and Audit)• Procedures in TeamStore• One Folder Template in TeamStore• Issues and Recommendations• Users, Groups, and Roles

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	<ul style="list-style-type: none">• Workflow States• Audit Workflow (Phases and Milestones)• Workflow Rules• Migration Wizard• Assessment, including the following:<ul style="list-style-type: none">○ Number of Additional Dimensions - 2○ Strategic Risks - Number of Scoring Variables - <10○ Strategic Risks - Number of Custom Measures - <10• Audit Plan• Project, including the following:<ul style="list-style-type: none">○ Number of additional project templates - 2○ Risks - Number of Risks - >500○ Controls - Number of Controls - >500○ Procedures - Number of Procedures - >500○ Audit Report Templates (assistance with 1 report included if selected)○ Total # of additional Audit Reports customers wants assistance with - 2• Issue Tracking<ul style="list-style-type: none">○ Business Contacts have direct access• TeamInsights (comparable feature already in use in TeamMate AM), including the following:<ul style="list-style-type: none">○ Number of required Reports & Dashboards = >20• Notifications• Additional Features in TeamMate+:<ul style="list-style-type: none">○ Document Request○ Personalized Perspectives○ Response Tracking
Project Attributes	<ul style="list-style-type: none">• Licensor implementation project approach is outlined in detail in the Appendix to this document. The following identifies further scope attributes of Licensee project:<ul style="list-style-type: none">○ The maximum number of customer participants attending any individual Discovery/Business Analysis or Champion Training session is limited to 5 individuals○ The duration of the Configuration Validation period is 6 weeks• In addition to the standard project deliverables outlined in the proposal's appendix, Licensee requires the following additional deliverable(s):<ul style="list-style-type: none">○ Project Plan in MS Project (Excel is standard)• Licensee intends to migrate 8 years worth of historic TeamMate AM projects to TeamMate+
Training¹	<ul style="list-style-type: none">• Licensee requires standard training as follows:<ul style="list-style-type: none">○ Standard virtual delivery Train-the-Trainer (T3) program, preparing customer trainers to deliver end-user training, including:<ul style="list-style-type: none">▪ One session of end-user training annotated by discussion and practice

¹ "Standard group virtual delivery" training is delivered virtually, uses standard training curriculum and materials,

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	<ul style="list-style-type: none"> ▪ Homework assignments ▪ Second session with attendees delivering portions of end-user training ▪ “Teach-back”), with commentary and feedback ▪ Shadowing up to two Licensee-led sessions, with feedback ▪ Size limit for T3 program is 8 participants ▪ Participants are not eligible for CPE credits ▪ Number of training locations/time zones - 0 ▪ Additional T3 Deliverables: <ul style="list-style-type: none"> - Personalized Instructor Guide and TeamMate+ Participant Training Workbook, in electronic format - Feedback notes ○ Standard virtual TeamMate+ for Champions Training for 5 users, who will serve as Champions/Administrators <ul style="list-style-type: none"> ▪ Participants eligible for CPE credits ○ In addition, 21 of your users, who will serve as SMEs and participate in the Configuration Validation activity, will receive our Standard virtual TeamMate+ for Managers Training as well as our Standard virtual TeamMate+ for Auditors Training <ul style="list-style-type: none"> ▪ Participants eligible for CPE credits
Additional Services	<ul style="list-style-type: none"> • In addition to scope of the implementation project (and the scope of work explicitly included in the project), the following services have been purchased (the fees for these services are outlined in the Fees and Expenses section of this proposal): <ul style="list-style-type: none"> ○ Expert on Demand (20 hours total) - initially intended to be used for the following (any hours not used for the intended purpose can be re-purposed for other consulting activities): <ul style="list-style-type: none"> ▪ General consulting assistance
Additional Scope	<ul style="list-style-type: none"> • Licensee has requested a 5 month phased approach to this project.

This project has been scoped using a Virtual Delivery model. Any requested changes to the scope outlined herein, or to Licensor standard methodology, materials, and deliverables, will require a Change Request and consideration of additional fees, as agreed to by both parties in writing.

The recording of any of Licensor sessions is not permitted without prior written consent from Licensor.

Purpose and Scope of this SOW

The purpose of this SOW is to document the scope of the TM+A implementation work that will be performed by the Licensor. Any changes in scope from those outlined herein will require a Change Request and consideration of additional fees, as agreed to by both parties in writing.

and may include other organizations in the TeamMate community. “Standard large-group lecture-style” training is delivered virtually and uses standard training curriculum and materials.

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As outlined in the Order Form, Travel Expenses are to be billed as incurred. Licensor will be following their own expense policy, and Licensee will reimburse travel costs as incurred, as agreed to by both parties in writing. No travel expenses are expected for this project as it will be delivered virtually.

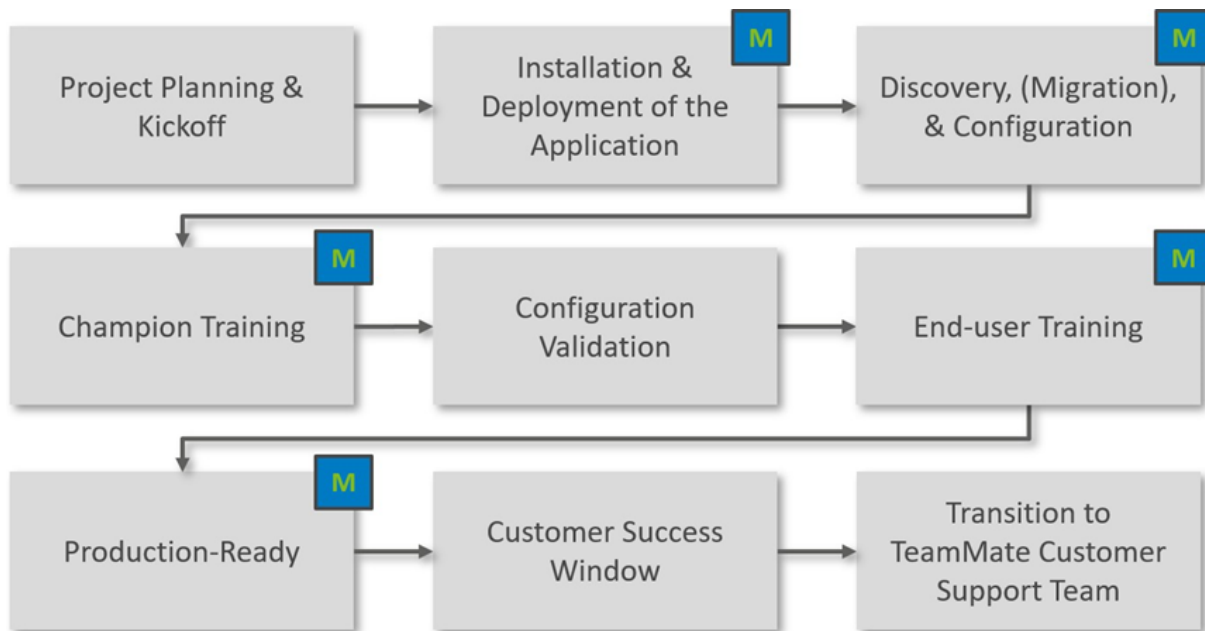
This SOW covers the planning, configuration, and training associated with the Licensee's implementation of the TM+A application (collectively "Implementation Work"). All Terms and Conditions and license and/or maintenance fees related to the software, services, and maintenance support are included in the Agreement and shall not be repeated in this SOW.

Appendix

Description of Services

Project Approach and Milestone Descriptions

The approach, shown in the graphic below, includes the following phases (5 of which have associated Milestones (note: in the 3rd box “(Migration)” is included for migration projects and excluded for new customer implementation projects):



The image below provides definitions for each of the Milestones identified above.

Milestone	M	M	M	M	M
	Installation & Deployment	Configuration	Champion Training	End-User Training	Production-Ready
Definition of Completion	Hosted: Environment available, consultant has validated: Site is up Licensing is correct Reporting DB available On Premise: Install complete (1 environment)	Completion of: Discovery and Initial Configuration Sessions Configuration walkthrough, inclusive of all in-scope features (including any Change Requests documenting scope changes)	Completion of Participant Training & Champion Training	Completion of: All training sessions in scope for milestone Or All Train-the-trainer sessions including teach-back and feedback sessions And TMA training, if applicable	(Completion of copy to production, if needed) Application is available for production use

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Following the completion of each Milestone activity, Licensor will send an email to Licensee advising completion of the Milestone.

Licensor will provide personnel, which includes a Project Manager and a Lead Consultant, along with a project team necessary to meet the requirements of this SOW.

Project Assumptions

In connection with the performance of the Services under this work proposal, Wolters Kluwer shall require that the Customer:

- Individually and independently make all management decisions and perform all management functions, including retaining all authority and responsibility for making any decisions based upon Consultant's advice;
- Designate an individual who possesses suitable skills, knowledge and/or experience, preferably within senior management, to oversee such Services;
- Evaluate the adequacy and results of the Services performed;
- Accept responsibility for the results of the Services, subject to the warranty and acceptance testing provisions set forth in the Agreement; and
- Establish and maintain internal controls, including monitoring ongoing activities.

Project Planning and Kickoff Meeting

Licensor will perform the following kickoff activities:

- Introducing the PS Portal
- Outlining preparation tasks, including information gathering
- Introducing on-demand training modules delivered via the TeamMate Learning Center² including deadlines for completion of certain modules. On-demand training modules do not provide CPEs.
- Discussing project scope, goals and objectives
- Confirming the overall project methodology
- Reviewing the project schedule and propose, and confirming, key project milestone dates
- Setting agendas for, and conducting, all project meetings
- Acting as a key liaison with Licensee's Champion(s)

Licensee will perform the following tasks:

- Completing the tasks identified in each phase on the PS Portal. Licensee's Project Manager will be identifying tasks as completed.

Deliverables:

- Kickoff Agenda
- Kickoff Deck
- Project schedule/timeline in Excel format

² The TeamMate Learning Center is Licensor's online location for on-demand courses accessed via the PS Portal.

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Installation and Deployment of the Application

The Wolters Kluwer Technical Services team will work with you on the installation of TeamMate+³ in a Pre-Production environment on premise:

Licensor will implement the latest version of any purchased software that is Generally Available (“GA”) to on premise customers at the time of installation in the Pre-Production environment. The Licensor will work in conjunction with the Licensee technical SME and all actions will be performed by Licensee IT staff.

Deliverables:

- Installed software in (1) Pre-Production environment on premise.
- That 1 databases(s) be created, with a maximum of 8 databases in any given environment
- TeamMate Installation and Technical Configuration Guide.

Discovery/Analysis & Configuration

Licensor will provide the following services:

Licensor Lead Consultant will meet with Licensee to understand the current use of the TeamMate AM system, and to review any existing, and/or proposed, processes to be included in TeamMate+. This will also include discussion of which data should be migrated from TeamMate AM to TeamMate+, and when it should be migrated.

In addition, the Licensor Lead Consultant will discuss the migration of core data (Global Organization Hierarchy, Terminology & Categories (Taxonomy), and Users) from TeamMate AM to TeamMate+ using the Migration Wizard. These data will be migrated prior to the start of the configuration in TeamMate+.

Licensor will likely want to perform migration of additional data from the TeamMate AM Production database to the TeamMate+ database(s) using the TeamMate+ Migration Wizard. These data may include certain TeamStore data, closed Audit Projects, and tracked Issues and Recommendations.

- The migration and configuration will cover only those areas identified in the 'In-scope Features' row of the table in 'Our Understanding of Your Requirements' section of this proposal for the 1 database and 3 groups contracted for. Licensee will be responsible for the configuration for the remaining groups.

Licensee will be responsible for data migration of the additional 7 databases.

Licensor will provide services in which we will:

- Understand your current state processes, terminologies, and timelines
- Understand changes to the these based on evolving methodology or to accommodate TeamMate+ capabilities
- Perform the initial configuration of TeamMate+ Audit based on scope documented in “Our Understanding of Your Requirements” section.

³ Installation and use of one environment are standard for TeamMate implementation projects. The detailed scope of the Technical Aspects of this project are outlined in the ‘Our Understanding of Your Requirements’.

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Deliverables:

- Initially Configured TeamMate software
- TeamMate+ Online Help

Champion Training

Licensor will provide Champion Training to up to 5 of Licensee users who will be responsible for configuration activities, as well as ongoing administration of TeamMate+.

Licensor will provide the following services:

- Standard Champion/Administrator training to Licensee TeamMate Champions, including instruction on how to administer the configured solution
- Train Licensee TeamMate Champions on Audit Report template personalization (1 report is in scope)

Licensor will also help Licensee Champions prepare and identify any additional configuration and/or data population activities that should be performed before go-live or shortly thereafter.

Attendees of Champion/Administrator training sessions are eligible to receive CPE credits⁴.

Deliverables:

- Standard TeamMate Champion/Administrator training materials

Configuration Validation Period

Following the completion of the initial configuration and Champion/Administrator Training, Licensor will provide Licensee's Champion/Administrators participating in the Configuration Validation with TM+ Auditor and TM+ Manager standard training, documented guidance on how to validate Licensee's configuration, and six weeks to validate the configuration. Questions can be sent to the Licensor Lead Consultant during the week, and then they will conduct a 1-2 hour live Q&A session during which answers to Licensee questions will be provided and which, if necessary, will support some minor adjustment to configuration settings. The objective of the Configuration Validation activity is to validate the configuration using real business scenarios by:

- Executing or backfilling previously completed project(s) in Licensee's new system.
- Reinforce the knowledge of TeamMate "Champion/Administrators".
- Defining and making any necessary minor configuration adjustments prior to End-User Training.

Deliverables:

- Configured software in Licensee's Pre-Production environment
- Configuration Validation Register

The Configuration Validation period will include "Configuration Validation Cycles", each of 5 business days

⁴ Where participation meets the requirements.

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duration. During each cycle Licensee team will use Licensor Configuration Validation Register to document questions and/or concerns resulting from Licensee' review.

Deliverables:

- Configured software
- Configuration Validation Register

End-User Education

Licensee has selected the standard virtual delivery Train-the-Trainer (T3) program, preparing Licensee trainers to deliver end-user training, including:

- One session of end-user training annotated by discussion and practice
- Homework assignments
- Second session with attendees delivering portions of end-user training "Teach-back"), with commentary and feedback
- Shadowing up to two Licensee-led sessions, with feedback
- Size limit for T3 program is 8 participants
- Participants are not eligible for CPE credits
- Number of training locations/time zones - 0

Users who have received training as part of Participant training during the Configuration Validation period will not need to repeat training.

Technology and all scheduling logistics are the responsibility of Licensee, in coordination with Licensor's Lead Consultant.

Note: Licensor requires Licensee end-user training participants to have completed the following on-demand training in TeamMate Learning Center prior to their participation in the training. This on-demand pre-requisite course does not provide CPEs:

- The Basics of TeamMate+

T3 Deliverables:

- Personalized Instructor Guide and TeamMate+ Participant Training Workbook, in electronic format
- Feedback notes

Note: Recording is not allowed for any training or feedback sessions.

Production Ready/Go Live

Licensee has contracted to use one environment. Once Licensee has also completed Configuration Validation Licensor will work with Licensee to prepare database for use as Production.

- That 1 databases(s) be created, (with a maximum of 8 databases in any given environment, and that 8 database(s) be migrated

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Deliverable:

- Configured TeamMate+ Audit software in Production environment and ready for use.

Post-Project Services

The activities noted below are provided to the customer at the conclusion of the project, after the “Production Ready/Go-Live” Milestone has been completed.

Customer Success Window

During this 8-week period, the Licensor Lead Consultant will act as a designated point of contact for Licensee. The Customer Success Window includes availability of Licensor staff for troubleshooting issues.

Deliverable:

- As Needed

Transition to TeamMate Customer Support Team

At the end of the Customer Success Window, Licensor Project Manager will arrange for a conference call introducing Licensor’s Customer Support team.

Deliverable:

- Transition to Customer Support Deck including Project Summary

Change Management

It is expressly understood and agreed by Licensee and Licensor that any and all changes to this SOW require completion of a Change Request form (sample attached hereto as Exhibit 2). All Change Request forms must be pre-approved in writing by Licensor and Licensee prior to undertaking or effectuating a change. Change Request forms must include a detailed description of the change, including the impact on cost, scope and schedule (as applicable) of the project. The proposed change orders will be effective upon execution of either an amendment or Change Request form.

Expert on Demand

Expert on Demand provides Licensor with access to Licensee TeamMate Experts as and when Licensor needs help post implementation. Service is provided on a time and materials basis and will be billed monthly only for services used with a minimum of one hour.

Fees and Expenses

The tasks and deliverables in this SOW are offered at the fees detailed below using Licensor Virtual Delivery model, exclusive of travel and other project-related expenses. Fees will be invoiced upon contract signing and paid subject to the terms of the Agreement, as agreed to by both parties in writing. No travel or out-of-pocket expenses are anticipated.

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Compensation

Licensor will provide all Services to Licensee under this Statement of Work for the fixed price of \$236,500. Licensee will pay Licensor upon Licensee's confirmation that each of the milestones have been completed. The Milestone Payment Amounts are as set forth in Milestone Payment Amounts section below.

TeamMate Expert on Demand Service for 20 hours will be billed monthly as hours are used for a total of \$6,940. Additional Expert on Demand Service hours may be purchased at the rate of \$347 per hour.

Services Fees	#	Estimated Fees (\$)
Milestone	% of total Services Fee	Amount
Milestone 1 – Installation and Deployment of the Application	10%	\$23,650
Milestone 2 – Configuration	25%	\$59,125
Milestone 3 – Champion Training	25%	\$59,125
Milestone 4 – End User Training	30%	\$70,950
Milestone 5 – Production Ready	10%	\$23,650
TeamMate+ Audit Implementation Project	N/A	\$236,500
Expert on Demand (Billed as incurred)	20	\$6,940
Total Services Fees	N/A	\$243,440

Acceptance

This Statement of Work is made pursuant to the Agreement. Upon execution by both parties, this Statement of Work is incorporated into the Agreement and is subject to the terms and conditions of the Agreement.

Wolters Kluwer Financial Services Inc.By: Phillip NewmanPhillip Newman

Printed Name

Director of Sales - Americas

Title

1/26/2023

Date

Ohio Auditor of State

By: _____

Printed Name_____
Title_____
Date

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Schedule of Exhibits

Exhibit 1: Sample Role Descriptions

Exhibit 2: Sample Change Request Form

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Exhibit 1: Role Descriptions (Sample)

The following Licensee and Licensor roles are typically used during a TeamMate implementation. Involvement and time commitment will vary as the project progresses.

Customer Role	Description/Responsibilities
Management Sponsor	<ul style="list-style-type: none"> • Sets strategy • Periodic attendance at meetings
Project Coordinator/Manager	<ul style="list-style-type: none"> • Coordinates internal project resources and, with the TeamMate Lead Consultant, the overall on-time/on-budget/in-scope functioning of the project • Key contact with the TeamMate implementation team • Regular attendance at meetings • On smaller projects this individual may also be a TeamMate Champion
PS Project Facilitator	<ul style="list-style-type: none"> • Updates Portal with progress on completion of tasks • Primary customer contact for communications relating to project • Attendance at meetings • This individual is often a TeamMate Champion (see below)
TeamMate Champion (Administrator)	<ul style="list-style-type: none"> • Primary administrator of the TeamMate system and lead on configuration • Regular attendance at meetings • Participate in configuration validation activities <p>Note: Typically, you should make available no fewer than two, and no more than five, individuals to be designated as TeamMate “Champions.” TeamMate Champions should participate in all TeamMate configuration and Champions’ training sessions.</p>
End User	<ul style="list-style-type: none"> • May be selected to participate in configuration validation activities • Periodic attendance at meetings • Participate in End-user Training sessions

The following Wolters Kluwer (Licensor) TeamMate staff roles are typical of a TeamMate implementation project.

Wolters Kluwer Role	Description & Responsibilities
Management Sponsor	<ul style="list-style-type: none"> • Provides overall guidance to the project • Directly manages the project team; acts as first point of contact for customer management

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Project Manager	<ul style="list-style-type: none">• Coordinates project activities that are specific to Wolters Kluwer• Acts as primary customer liaison for all Wolters Kluwer activities• Develops and communicates project schedule, and assists with scheduling of activities• Leads introduction call and Portal demonstration• Leads status meetings for projects that have them
Lead Consultant (LC)	<ul style="list-style-type: none">• Primary Subject Matter Expert (SME) and responsible for leading the TeamMate+ implementation• Designs project model, leads discovery/analysis activities, and guides configuration activities• May deliver champion, audit report, participant, and end-user training sessions
Technical Services Team	<ul style="list-style-type: none">• On-premises customers<ul style="list-style-type: none">○ Supports installation and technical configuration of the software in required environments○ Conducts pre-installation meeting, prepares post-installation summary, and answers questions• TeamCloud customers<ul style="list-style-type: none">○ Deploys TeamMate+ in required environments○ When required, copies Staging environment database to Production environment
Consultant (optional)	<ul style="list-style-type: none">• Assists the LC on the project and conducts various associated activities• May deliver champion, audit report, participant, and end-user training sessions

Exhibit 2: Change Request Form (Sample)

Change Request Form

TEAMMATE MIGRATION / IMPLEMENTATION PROJECT

CHANGE REQUEST – CR-ABC-MM-DD-YYYY

TO

[CUSTOMER NAME AND LOGO]

DATE

SUMMARY:

Provide summary of the changes requested here.

OBJECTIVES OF THE ADDITIONAL SERVICES:

Provide business objective of the requested services here.

CHANGE REQUEST DETAILS AND IMPACTS:

Given the discussion of the project requirements, the proposed revised project plans and timelines, and the changes in scope, the following table presents the recommended changes agreed to in principle by Wolters Kluwer and [Customer], and which are covered in this Change Request.

Scope Change	Description	Impact/Cost

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SCHEDULE IMPACT

Detail any schedule impact changes here.

COSTS

Detailed any cost changes here.

NEXT STEPS

Upon acceptance of this Change Request, the Wolters Kluwer will attach the request to a Sales Order Form covering the activities described above. Upon signature of the Sales Order Form, the Change Request will take effect.

[Customer] and TeamMate Management Sponsor will collaborate to revise the project scope, schedule and budget as appropriate to include the approved change order.

SIGNATURES

[Customer]

TeamMate Management Sponsor

Phillip Newman

Signature

Signature

Phillip Newman

Director of Sales - Americas

Print Name and Title

Print Name and Title

1/26/2023

Date Signed

Date Signed