

AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter “Agreement”) is made and entered by and between the State of Ohio, acting by and through the Ohio Department of Agriculture (hereinafter “ODA”), located at 8995 East Main Street, Reynoldsburg, Ohio 43068, and Acclaim Systems (hereinafter “Contractor”), located at 110 E. Pennsylvania Blvd., Feasterville, Pennsylvania 19053. In consideration of the mutual promises and obligations contained herein, the parties agree by and between themselves as follows:

Article I – Statement of Work

1. Contractor agrees to undertake and complete the work and activities set forth in the Statement of Work – Plant Health: Product Registration, Plant Health-AgEnterprise Ohio, dated April 22, 2025, which is attached hereto as **Exhibit A** and made a part hereof and incorporated herein by reference as if fully rewritten herein.
2. ODA may, from time to time as it deems appropriate and necessary, communicate specific instructions and requests to Contractor concerning the performance of the work described herein. Upon such notice and within a reasonable time, Contractor shall make reasonable attempts to comply with such instructions and fulfill such requests to the satisfaction of ODA. It is expressly understood by ODA and Contractor that the instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described herein. However, the instructions and requests are not intended to amend or alter the terms of this Agreement or any part thereof.

Article II - Definitions

1. **Acceptance.** Approval and retention by the Ohio Department of Agriculture (“ODA”) of any products, supplies, services or other Deliverables, delivered to fulfill Agreement requirements.
2. **Default.** The omission or failure to perform any obligation under this Contract.
3. **Deliverable.** Any Contractor-provided products, supplies, services, work, or product described in **Exhibit A**.
4. **State.** The State of Ohio or ODA.

Article III - Term and Location of Performance

1. **Term.** This Agreement shall be effective on **July 1, 2025**, or the date all provisions of Section 126.07 of the Ohio Revised Code are met, whichever is later, and shall expire on **June 30, 2027**. This Agreement shall remain in effect until the ending date stated in the Agreement unless earlier terminated pursuant to the terms of the Agreement.
2. **Location of Performance.** Contractor affirms and agrees to perform no services required under this Agreement outside of the United States and agrees to immediately notify ODA of any change or shift in the location(s) of services performed by Contractor or subcontractors under this Agreement.

The Contractor affirms it understands Executive Order 2019-12D and shall abide by those requirements in the performance of the Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Contractor

performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in the Agreement.

3. Prohibition of the Expenditure of Public Funds for Offshore Services. No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Agreement, ODA reserves the right to recover any funds paid for services Contractor performs outside of the United States for which it did not receive a waiver. ODA does not waive any other rights and remedies provided to ODA in the Agreement.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Agreement, ODA reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

Contractor must complete Contractor/Subcontractor Affirmation and Disclosure Form affirming Contractor understands and will meet the requirements of the above prohibition. During the performance of this Agreement, if Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

Article IV - Compensation

1. In consideration of the promises of Contractor herein and for the performance of the services and obligations set forth in Exhibit A, ODA agrees to pay Contractor a total amount of **Ninety-Two Thousand Twenty-Five Dollars and 00/100 Cents (\$92,025.00)** as follows:
 - a. **The total compensation to be paid to Contractor under this Agreement shall not exceed Forty-Five Thousand Dollars and 00/100 Cents (\$45,000.00) for Fiscal Year 2026 (7.01.2025 - 6.30.2026).**
 - b. **The total compensation to be paid to Contractor under this Agreement shall not exceed Forty-Seven Thousand Twenty-Five Dollars and 25/100 Cents (\$47,025.00) for Fiscal Year 2027 (7.01.2026 - 6.30.2027).**
2. Taxes. Pursuant to Section 5739.02 of the Ohio Revised Code, the State is exempt from sales tax. Pursuant to Section 5741.02(C) of the Ohio Revised Code, the State is exempt from use tax.
3. Travel. Any travel that Contractor requires to perform its obligations under this Agreement will be at the Contractor's expense.
4. Reimbursable Expenses. ODA will not pay reimbursable expenses unless specifically identified in the Agreement. Contractor will assume all expenses that it incurs in the performance of this Agreement that are not identified as reimbursable.
5. Payment Due Date. Unless otherwise stated in this Agreement, and in accordance with Section 126.30 of the Ohio Revised Code, payments under this Agreement will be due on the 30th calendar day after the date of actual receipt of a proper invoice by the ODA. The date payment is issued by ODA will be considered the date payment is made.
6. Invoice Requirements. The Contractor authorized to submit invoices must submit an invoice to the

ODA. The Contractor will only be compensated for the deliverables received and accepted by the ODA. To be a proper invoice, the invoice must include the following: Contractor's name and address, invoice date, the date services were provided, itemization of supplies or services provided, including costs, and clear statement of total payment expected.

The adequacy and sufficiency of all invoices shall be determined solely by the ODA. If ODA determines that an invoice is inadequate or insufficient or determines that further documentation or clarification is required for a particular invoice, the burden of providing the required information or documentation is on the Contractor. Costs incurred by the Contractor that are associated with providing the required additional information or documentation and costs, in relation to defending an inadequate or insufficient invoice shall not be charged to the ODA and shall not be considered an allowable expense under this Agreement.

7. Appropriation of Funds. ODA's funds are contingent upon the availability of lawful appropriations. If the General Assembly or any third-party providing funding fails at any time to continue funding the payments or any other financial obligations due by ODA under this Agreement, ODA will be released from its obligations on the date funding expires. If appropriations are approved, ODA may continue this Agreement past the current biennium by issuing written notice of continuation to the Contractor. Any obligations of ODA are subject to Section 126.07 of the Ohio Revised Code.
8. Certification of Funds. None of the duties or obligations in this Agreement are binding on ODA, and the Contractor will not begin performance on this Agreement, until all of the following conditions are met:
 - a. All statutory provisions under the Ohio Revised Code have been met.
 - b. All necessary funds are made available by the ODA.
 - c. If applicable, an official State of Ohio Purchase Order ("P.O.") has been issued from the ODA.
 - d. If required, the Controlling Board of Ohio has approved the purchase in accordance with Section 127.16 of the Ohio Revised Code.

Article V – Liability Provisions

1. General Representations and Warranties. Contractor warrants that:
 - a. The recommendations, guidance, and performance of Contractor under this Agreement will be in accordance with the industry's professional standards, the requirements of this Agreement and without any material defect.
 - b. No Deliverable will infringe on the intellectual property rights of any third party.
 - c. All warranties are in accordance with Contractor's standard business practices.
 - d. The Deliverables are merchantable and fit for the particular purpose described in this Agreement and will perform substantially in accordance with its user manuals, technical materials, and related writings.
 - e. The Deliverables comply with all governmental, environmental and safety standards.
 - f. Contractor has the right to enter into this Agreement.
 - g. Contractor has not entered into any other contracts or employment relationships that restrict Contractor's ability to perform under this Agreement.

- h. Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
- i. Contractor has good and marketable title to any Deliverable delivered under this Agreement for which title passes to the State.
- j. Contractor has the right and ability to grant the license granted in any Deliverable for which title does not pass to ODA.
- k. For one year from the delivery date of any products or software, the products or software will be free of material defects and free of viruses, including the media on which it is delivered, if applicable.

Contractor must notify ODA in writing immediately upon the discovery of any breach of the warranties given above, or if any work of Contractor or any Deliverable fails to comply with these warranties, and Contractor is so notified in writing, Contractor will correct such failure in a commercially reasonable time or as specified in the Agreement. If Contractor fails to comply, Contractor will refund the amount paid for the Deliverable. Contractor will also indemnify ODA for any direct damages and claims by third parties based on breach of these warranties. Any other express warranties offered by Contractor shall be a minimum of one year from acceptance or Contractor's standard warranty whichever is longer.

2. Indemnification. The Contractor must indemnify the State for all liability and expense arising out of the performance of this Agreement, provided that such liability or expense is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor will not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the State, its employees, other contractors, or agents.
3. Contractor must indemnify ODA for all liability and expense resulting from the unauthorized disclosure or loss of ODA or State data in Contractor's possession or control. ODA data or State data includes personally identifiable information and ODA or State sensitive information. Damages resulting from the unauthorized disclosure or loss of ODA or State data shall be considered direct damages under this Agreement, and include, but are not limited to, the following: (1) expenses for legally-required notification of impacted individuals; (2) responding to inquiries from such notifications; (3) government fines and penalties assessed against ODA or the State; (4) costs to ODA or the State for investigations, audits or forensic services as applicable related to the disclosure or loss; (5) mitigation measures, including 12 months of credit monitoring for individuals impacted by a disclosure; (6) costs to ODA or the State to reconstruct data that was lost or to repair any damaged ODA or State information technology infrastructure; and (7) other such expenses incurred by ODA or the State as a result of the unauthorized disclosure or loss of ODA or State data.
4. Infringement Indemnity. The Contractor must also indemnify, release, protect, and hold ODA harmless from any claim of infringement of a copyright, patent, trade secret, or similar intellectual property right based on the ODA's proper use of any Deliverable under this Agreement. This obligation of indemnification will not apply where ODA has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. If a successful claim of infringement is made, or if Contractor reasonably believes that an infringement claim that is

pending may actually succeed, Contractor must take one (1) of the following four (4) actions within an acceptable timeframe:

- a. Modify the Deliverable so that the Deliverable is no longer infringing;
- b. Replace the Deliverable with an equivalent or better item;
- c. Acquire the right for ODA to use the infringing Deliverable as intended; or
- d. Remove the infringing Deliverable and refund the fee ODA paid for such Deliverable and any other affected Deliverable.

ODA agrees to give Contractor notice of any such claim as soon as reasonably practicable and to give Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Ohio Attorney General.

5. Insurance. Until all obligations under this Agreement are satisfied, and without limiting Contractor's indemnification obligations herein, Contractor shall procure and maintain, for the duration of this Agreement, the insurance policies set forth below. Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees. Contractor shall also procure and maintain insurance for claims arising out of their services including, but not limited to, loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. All commercial insurance required shall be provided by insurers with a rating of not less than A-VII from A.M. Best or a comparable rating agency.

Coverage shall be at least as broad as:

- a. Commercial General Liability written on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be outside the policy limit.
- b. Automobile Liability covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation insurance as required by the State of Ohio, or the state in which the work will be performed, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If Contractor is a sole proprietor, partnership or has no statutory requirement for workers' compensation, Contractor must provide a letter stating that it is exempt and agreeing to hold ODA harmless from loss or liability for such.

The insurance obligations under this Agreement shall be the minimum insurance coverage requirements and/or limits shown in this Agreement. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to ODA. No representation is made that the minimum insurance

requirements of this Agreement are sufficient to cover the obligations of the Contractor under this Agreement.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the ODA or the State, its officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with it.
- b. Umbrella or Excess Insurance Policies. Umbrella or excess commercial liability policies may be used in combination with primary policies to satisfy the limit requirements above. Such umbrella or excess commercial liability policies shall apply without any gaps in the limits of coverage and be at least as broad as and follow the form of the underlying primary coverage required above.
- c. Notice of Cancellation. Contractor shall provide ODA with 30 days written notice of cancellation or material change to any insurance policy required above, except for non-payment cancellation. Material change shall be defined as any change to the insurance limits, terms or conditions that would limit or alter the State's available recovery under any of the policies required above. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.
- d. Waiver of Subrogation. Contractor hereby grants to ODA a waiver of any right to subrogation which any insurer of said Contractor may acquire against the ODA by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether ODA has received a waiver of subrogation endorsement from the insurer.
- e. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to and approved by ODA. ODA may require Contractor to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the deductible or self-insured retention may be satisfied by either the named insured or ODA.
- f. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:
 - 1) The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of work under this Agreement.
 - 2) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the work under this Agreement.
 - 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five

(5) years after completion of work under this Agreement. The Discovery Period must be active during the Extended Reporting Period.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that ODA is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. ODA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

6. Limitation of Liability. The parties agree as follows:

- a. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
- b. Notwithstanding any other limitation provisions and pursuant to Section 9.27 of the Ohio Revised Code, Contractor agrees that Contractor shall be liable for all direct loss to the State or damages due to the negligence or other tortious conduct of Contractor under this Agreement.
- c. Any limitation provisions contained in the documents and materials incorporated by reference into this Agreement are considered stricken and of no force and effect.

7. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or in the case of consumable product, found to be unfit for human consumption by the packer, processor, manufacturer or by any state or federal regulatory agency, Contractor shall notify ODA within two business days after notice has been given. Contractor shall, at the option of ODA, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by ODA. At the option of ODA, Contractor may be required to reimburse storage and handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

Article VI – Performance and Compliance

1. Audits. Contractor must keep all financial records in a manner consistent with Generally Accepted Accounting Principles (GAAP) or equivalent accounting principles. Additionally, Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, Contractor agrees to provide ODA, or any authorized representatives providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of Contractor involving transactions related to this Agreement.

Contractor must, for each subcontract in excess of \$2,500, require its subcontractors to agree to the same provisions of this Section. Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision. This provision does not apply to contracts where federal funds are used and the federal government requires audits of all subcontracts regardless of the amount of the contract.

Contractor must provide access to the requested records at the location specified by ODA no later than five (5) business days after the request by ODA, ODA's designee or any party with audit rights. If an audit reveals any material deviation from the Agreement requirements, any misrepresentations, or overcharge to ODA or any other provider of funds for this Agreement, ODA will be entitled to recover damages as well as the cost of the audit.

2. F.O.B. Destination/Acceptance. Contractor must provide Deliverables under this Agreement F.O.B. Destination. The place of destination will be specified by ODA on ODA's purchase order or other ordering document. Cost of the freight must be borne and paid by Contractor unless otherwise stated. All risk of loss, regardless of the cause, will remain with Contractor until title to the Deliverable passes to ODA. Unless otherwise provided in this Agreement, ODA will determine whether Contractor provided each Deliverable required in this Agreement and has fully met all work requirements of this Agreement. Title to any Deliverables will pass to ODA on Acceptance of the Deliverable.
3. Returned Goods. When the use of this Agreement involves the purchase of goods, the following applies:
 - a. Returned goods, when due to Contractor error (i.e., over-shipment, defective merchandise, unapproved substitution, etc.), shall be returned to Contractor at Contractor's expense. Contractor shall make arrangements to remove the returned goods from ODA premises within seven (7) calendar days after notification. Contractor shall not apply any restocking or other charges to the ODA. At the option of the ODA, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the Ordering Agency will dispose of accordingly.
 - b. For orders of custom manufactured items, Contractor must provide a production sample of the item to ODA for acceptance. The production sample must be identical to the item to be provided. ODA will provide written acceptance of the item prior to Contractor continuing with production. Once delivery and acceptance has been completed and ODA determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of Contractor. Failure of Contractor to provide a production sample and obtain written approval from the ODA will result in Contractor bearing all responsibility and costs associated with the return of these goods.
 - c. Returned goods of regular catalog stock merchandise, when due to agency error (i.e., over purchase, discontinued use, inventory reduction, etc.) will be accepted by Contractor if notice is given by ODA within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable

condition for resale. Return of regular stock catalog merchandise, when delivery and acceptance exceeds six (6) months will be at the option of Contractor.

4. Force Majeure. Neither party will be liable for any delay in its performance that arises from causes beyond its or its subcontractor's control and without its or its subcontractor's negligence or fault. For purposes of this Section, the term "force majeure event" includes without limitation, the following: Acts of God, such as pestilence, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, severe weather. Additional circumstances and events include epidemics, explosions, restraining of government and people, war, strikes, and other similar events or causes.

If ODA or Contractor cannot perform any part of its obligations under this Agreement because of force majeure, that party is excused from those obligations, to the extent that performance is prevented by the force majeure event and that party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event. If there is only a delay in performance, such delay may extend only for that time lost because of the force majeure event. At any time a party is unable to perform those above-referenced obligations, it must also do the following:

- a. Promptly notify the other party, in writing, of any material delay in performance due to a specified force majeure event;
 - b. Provide detailed information of the force majeure event; and
 - c. Provide a proposed revised performance date to make up for performance delays due to the force majeure event. When applicable, the revised schedule must provide for performance time not to exceed the time lost as a result of the force majeure event.
5. Agreement Performance Management. If Contractor fails to perform any one of its obligations under this Agreement, it will be in default. If Contractor fails to satisfactorily correct the performance or compliance issue within the time designated by ODA, ODA may employ all available options and remedies, including termination of the Agreement if necessary, to resolve Contractor's continued nonperformance or noncompliance.
6. Remedies
 - a. Actual Damages. Contractor is liable to ODA for all actual and direct damages caused by Contractor's default. ODA may self-perform or buy substitute Deliverables from a third party for those that were to be provided by Contractor. ODA may recover the costs associated with acquiring substitute Deliverables, less any expenses or costs avoided by Contractor's default.
 - b. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, ODA may recover liquidated damages. Unless otherwise specified, liquidated damages will be the amount of 1% of the value of the order, Deliverable, or milestone that are the subject of the default, for every day that the default is not cured by Contractor.

- c. Right to Withhold or Offset. ODA may withhold payment or set off the amount of any liquidated damages, other damages or claims for damages, or any other obligation of Contractor or its subsidiaries to ODA, including any amounts Contractor owes to the ODA under this Agreement, against any payments due to Contractor under this Agreement.
7. Suspension/Termination. In the event of suspension or termination, ODA will issue a notice. Any notice of suspension or termination, in full or in part, will be effective as specified in the notice. Contractor must immediately cease all work, refuse any additional orders, and take all steps necessary to minimize the costs Contractor will incur related to this Agreement as directed by the notice. Suspension or termination of this Agreement will not limit Contractor's continuing obligations with respect to Deliverables that ODA paid for or ordered before the date of such suspension or termination or limit ODA's rights in such.

At ODA's request, Contractor must immediately prepare a final report and deliver such report to ODA. The report must detail the work completed and/or the orders received and not processed prior to the time of notice. If applicable, the report must include the percentage of the Project's completion, estimated time for delivery of all orders received but not processed, any costs incurred by Contractor in doing the Project to date, and any Deliverables completed or partially completed but not delivered to ODA at the time of notice. Based on the State's approval of the final report and as directed, Contractor must deliver work, whether completed or not, to ODA. Any delivered work will be subject to approval by ODA. Contractor may be entitled to payment for any Deliverables that have been delivered and accepted at a pro-rated amount based on the compensation structure of this Agreement.

- a. Agreement or Order Suspension
 - 1) Suspension for Cause. If Contractor fails to perform any one of Contractor's obligations under this Agreement or an order, Contractor will be in default and ODA may suspend rather than terminate this Agreement or an order. In the case of suspension for default, ODA will be entitled to all remedies available under this Agreement.
 - 2) Suspension for Convenience. In the case of a suspension for ODA's convenience, the amount of compensation due to Contractor for work performed before the suspension will be determined in the same manner as provided in Section I.2.a. for termination for ODA's convenience or Contractor may be entitled to compensation for work performed before the suspension.

The notice of suspension whether, with or without cause, will be effective immediately, on Contractor's receipt of the notice.

ODA may not suspend the Work for its convenience more than twice during the term of this Agreement, and any suspension for ODA's convenience may not continue for more than 30 calendar days. If Contractor does not receive notice to resume or terminate the Work within the 30-day suspension, then this Agreement will terminate automatically for ODA's convenience at the end of the 30-calendar day period.

b. Agreement or Order Termination

- 1) Termination for Convenience. ODA may terminate this Agreement for its convenience after issuing written notice to Contractor. Contractor will be entitled to the pro-rated price for any Deliverable or portion of a Deliverable that Contractor has delivered and ODA has accepted before the termination. Total payments will not exceed the amount payable to Contractor as if the Agreement or order had been fully performed, and ODA will not be entitled to any refund of fees already paid by ODA before the date of termination. This will be Contractor's exclusive remedy in the case of termination for convenience and is available to Contractor only after Contractor has submitted a proper invoice.
- 2) Termination for Cause. If Contractor fails to perform any of its obligations under this Agreement or an order under this Agreement, Contractor will be in default, and the ODA may terminate this Agreement in accordance with this Section. If this Agreement or an order under this Agreement is terminated for cause, ODA will be entitled to a pro rata refund of any prepaid fees for the applicable orders subject to the termination. Termination for cause includes but is not limited to:
 - a) Termination for Persistent Default. ODA may terminate for defaults that are cured but are persistent. "Persistent" means three or more defaults. After providing notification to Contractor of its third default, ODA may terminate without providing Contractor with an opportunity to cure. The three defaults are not required to be related to each other in any way.
 - b) Termination for Endangered Performance. ODA may terminate if it determines that the performance is endangered through no fault of its own.
 - c) Termination for Financial Instability. ODA may terminate if Contractor fails to timely pay its subcontractors, files a petition in bankruptcy or similar action, or ODA finds other evidence of Contractor's financial instability.
 - d) Termination for Delinquency, Violation of Law. ODA may terminate if it determines that Contractor is delinquent in its payment of federal, state or local obligations, including but not limited to taxes, workers' compensation insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a State agency or political subdivision. ODA also may terminate if it determines that Contractor has violated any law during the performance of this Agreement.
 - e) Termination for Subcontractor Default. ODA may terminate for default caused by Contractor's subcontractors. Any claims of its subcontractors due to suspension or termination will be the sole responsibility of Contractor.
 - f) Termination for Failure to Retain Certification, License, and Permits. ODA may immediately terminate this Agreement if Contractor fails to obtain and maintain all official permits, approvals, licenses, certifications (Including CRP, MBE, EDGE and Veteran Friendly Business Enterprise certifications), and similar authorizations required by this Contractor by any local, state, or federal law throughout the duration of this Agreement.

8. Time is of the Essence. Time is of the essence in this Agreement. Contractor must deliver Deliverables and meet milestones as required by the Agreement or coordinate an acceptable date and time for delivery with ODA. If Contractor is not able to or does not provide the Deliverables to ODA or meet milestones by the date and time set forth in the Agreement or agreed upon by the parties, ODA may obtain any remedy as described herein or any other remedy at law.

Article VIII – Data and Information Control

1. Confidentiality. The parties may disclose or learn of information, documents, data, records, or other material that the disclosing party considers confidential (“Confidential Information”) in the performance of this Agreement. The receiving party must treat the Confidential Information as such if it is so marked, otherwise defined as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of either party, the public, other contractors or potential contractors with ODA or the State, or individuals or organizations about whom ODA and the State keeps information. Title to the Confidential Information and all related materials and documentation remains with the disclosing party. The receiving party may only use the Confidential Information solely to perform its obligations under this Agreement and may not use or disclose any Confidential Information received as a result of this Agreement without the written permission of the disclosing party. Contractor must assume that all ODA or State information, documents, data, source codes, software, models, know-how, trade secrets, or other material when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interest of the public, other contractors, potential contractors with ODA or the State, or individuals or organizations about whom ODA or the State keeps information is confidential. In addition, the receiving party may not use or disclose any documents or records excluded by Ohio law from public records disclosure requirements.

The receiving party’s obligation to maintain the confidentiality of the Confidential Information will not apply where the information:

- a. Was already in the receiving party’s possession without the obligation of confidence;
- b. Is independently developed by the receiving party with documentary evidence to support the independent development;
- c. Is or becomes publicly available without breach of this Agreement, except as provided in the next full paragraph;
- d. Is rightfully received by the receiving party from a third party without an obligation of confidence;
- e. Is disclosed by the receiving party with the written consent of the disclosing party; or
- f. Is released in accordance with a valid order of a court or governmental agency, provided that the receiving party:
 - 1) Notifies the disclosing party of such order immediately upon receipt of the order; and
 - 2) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be serviced by the original order of production.

Although some sensitive personal information, such as medical records, addresses, telephone numbers, and social security numbers may be publicly available through other sources, the receiving party shall not disclose or use such information in any manner except as expressly authorized in this Agreement. Therefore, item “c” above does not apply, and the receiving party must treat such sensitive personal information as Confidential Information whether it is available elsewhere or not.

The receiving party must restrict circulation of Confidential Information within its organization and then only to people in the receiving party’s organization that have a need to know the Confidential Information to perform under this Agreement. The receiving party must return all Confidential Information provided by the disclosing party, or if return of the Confidential Information is not possible, destroy the Confidential Information upon termination or expiration of this Agreement. Upon request, the Contractor must provide certification or written confirmation to ODA of such return or destruction of the Confidential Information.

The receiving party will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the receiving party may be required to have all of its personnel and subcontractors who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The receiving party will be liable for the disclosure of any Confidential Information not specifically authorized by this Agreement. The parties agree that the disclosure of Confidential Information may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and the receiving party agrees that in the event of a breach of the receiving party’s obligations hereunder, the disclosing party shall be entitled to temporary and permanent injunctive relief to enforce this Agreement without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to claim and recover damages.

This Agreement, including all terms and conditions, pricing, and attachments or exhibits, is not Confidential Information.

2. Public Records and Retention of Documents and Information. Contractor acknowledges, in accordance with Section 149.43 of the Ohio Revised Code, that this Agreement, as well as any information, Deliverables, records, reports, and financial records related to this Agreement are presumptively deemed public records. Contractor understands that these records will be made freely available to the public unless ODA determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure. Contractor must comply with any direction from ODA to preserve and/or provide documents and information, in both electronic and paper form, and to suspend any scheduled destruction of such documents and information.
3. Security and Safety Rules. When using or possessing ODA data or accessing ODA networks and systems, Contractor, its employees, subcontractors and agents must comply with all applicable State rules, policies, and regulations regarding State-provided IT resources, data security and integrity. When on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises. ODA may require Contractor, its employees, subcontractors and agents to sign a confidentiality agreement and policy acknowledgements and have a background check performed before accessing

facilities, data, or systems. If a confidentiality agreement is required by ODA, Contractor must immediately replace anyone who refuses to sign the required confidentiality agreement or acknowledgment or have a background check performed.

Article VIII - Independent Contractor

1. It is expressly understood that Contractor and ODA are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other.
2. It is further understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the State. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including, but not limited to, any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.
3. Contractor acknowledges and agrees that any individual providing personal services under this Agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business"), Contractor shall have any individual performing services under the Agreement complete and submit to the ODA the Independent Contractor/Worker Acknowledgment form, available at <https://www.opers.org/forms-archive/2018-10-PED-ACKN-Independent-Contractor-WorkerAcknowledgment-Form-fillable.pdf>.
4. Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgment form at the time Contractor executes this Agreement shall serve as Contractor's certification that Contractor is a "business entity" as that term is defined in Section 145.037 of the Ohio Revised Code.

Article IX - Adherence to State and Federal Laws, Regulations

1. Compliance with Law. Both parties agree to comply with all applicable federal, state, local laws, and Executive Orders related to the obligations under this Agreement.
2. Governing Law. This Agreement is governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio.
3. Conflict of Interest/Ethics. Contractor represents, warrants and certifies that it and its employees engaged in the administration or performance of this Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections

2921.42 and 2921.43 of the Ohio Revised Code. Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will do any act that is inconsistent with such laws or otherwise presents a conflict of interest.

4. Campaign Contributions. Unless this Agreement was solicited by competitive bid pursuant to Section 125.07 of the Ohio Revised Code, Contractor hereby certifies that all applicable parties are in full compliance with Section 3517.13 of the Ohio Revised Code.
5. Antitrust. ODA and Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. Pursuant to Section 109.81 of the Ohio Revised Code, the Contractor therefore assigns to ODA and the State all state and federal antitrust claims and causes of action that Contractor has or acquires relating to the goods and services acquired under this Agreement.
6. Drug-Free Workplace. The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and must make a good faith effort to ensure that all Contractor employees, while working on State property or performing work on behalf of the State, will not purchase, transfer, use, be under the influence of, or possess illegal drugs, non-medical cannabis (recreational marijuana), or alcohol, or abuse prescription drugs or medical marijuana in any way.
7. Debarment. Throughout the Agreement term, Contractor represents and warrants that it is not debarred from consideration for contract awards by any governmental agency. If this representation and warranty is found to be false, this Agreement is void *ab initio* and Contractor shall immediately repay any funds paid under this Agreement.
8. Trade. Pursuant to Section 9.76(B) of the Ohio Revised Code, 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 period of this Agreement.

The State of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. Contractor certifies that it, its subcontractors, and any agent of Contractor or its subcontractors, acquire any supplies or services in accordance with all trade control laws, regulations or orders of the United States, including the prohibited source regulations set forth in subpart 25.7, Prohibited Sources, of the Federal Acquisition Regulation and any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control. A list of those sanctions by country can be found at <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>. These sanctions generally preclude acquiring any supplies or services that originate from sources within, or that were located in or transported from or through Cuba, Iran, Libya, North Korea, Syria, or the Crimea region of Ukraine.

9. Unresolved Finding for Recovery. Contractor warrants that Contractor is not subject to an unresolved finding for recovery pursuant to Section 9.24 of the Ohio Revised Code. If the warranty is false on the date the parties signed this Agreement, the Agreement is void *ab initio*, and the Contractor shall immediately repay any funds paid under this Agreement.

10. Outstanding Judgments. Contractor warrants that it has no outstanding final judgments against it by the State of Ohio, including tax liabilities, and agrees that any payments incurred by the State in this Agreement may be applied against such liabilities currently owing or incurred in the future.
11. Unfair Labor Practice. Contractor warrants that it is not listed with the Ohio Secretary of State for unfair labor practices, pursuant to Section 121.23 of the Ohio Revised Code.
12. Acknowledgment. Contractor agrees that if any of the representations and warranties set forth within this Article is deemed to be false, this Agreement shall be void *ab initio*, and funds paid by ODA hereunder shall be immediately repaid to ODA
13. Registration with the Secretary of State. Contractor certifies that it is one of the following:
 - a. A company that is properly registered with the Ohio Secretary of State; or
 - b. A foreign corporation, not incorporated under the laws of the State of Ohio, but is registered with the Ohio Secretary of State pursuant to Sections 1703.01 to 1703.31 of the Ohio Revised Code, as applicable; or
 - c. Exempt from the registration requirements of the Ohio Secretary of State.

Article X - Miscellaneous

1. Entire Agreement. This Agreement and its exhibits constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
2. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
3. Language Construction. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
4. Days. When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise.
5. Publicity. Contractor shall not do the following without prior, written consent from the ODA:
 - a. Advertise that Contractor is doing business with the State or ODA;
 - b. Use this Agreement as a marketing or sales tool; or
 - c. Affix any advertisement or endorsement, including any logo, graphic, text, sound, video, and company name, to any State-owned property, application, or website, including any website hosted by Contractor or a third party.
5. Notices. All notices, invoices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if

personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of ODA, to:

Ohio Department of Agriculture
Attn: Jon Cook
8995 East Main Street
Reynoldsburg, Ohio 43068

In case of Contractor, to:

Acclaim Systems, Inc.
Attn: Rakesh Khetawat
110 E. Pennsylvania Blvd
Feasterville, Pennsylvania 19053
Rakeshk@acclaimsystems.com

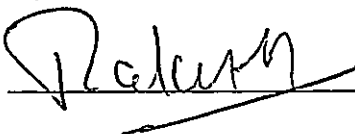
Notwithstanding the foregoing, ordinary communications regarding the status of services being provided by Contractor may be sent by electronic mail to the designated representatives of ODA and Contractor.

6. Amendments or Modifications. No change to any provision of this Agreement will be effective unless it is in writing and signed by the parties. However, ODA may document non-material changes in writing and provide notice to Contractor. Unless specifically provided otherwise in this Agreement or agreed to in writing by ODA, no terms or conditions included on Contractor's quote or ordering document will be valid or enforceable against ODA and are specifically excluded from this Agreement. Further, no "click-through," "shrink-wrap," "browse-wrap," or other terms that have not been specifically negotiated by Contractor and ODA, whether before, on, or after the date of this Agreement, will be effective to add or modify the terms of this Agreement, regardless of any party's "acceptance" of those terms by electronic means. No ODA employee has the authority to modify, amend, or supplement this Agreement through electronic means.
7. Waiver. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Agreement will not be a waiver of those terms or to any other terms of this Agreement. Waivers must be in writing to be effective, and either party may at any later time demand strict performance.
8. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
9. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by either party without the prior express written consent of the other party.

10. Survivorship. All sections herein relating to payment, confidentiality, license and ownership, indemnification, maintenance, publicity, warranties and limitations on damages shall survive the termination of this Agreement. In addition, to the extent necessary to carry out the purpose of this Agreement, all other terms, conditions, representations or warranties contained in this Agreement will survive the expiration or termination of this Agreement.
11. Order of Priority. If there is any inconsistency or conflict between this Agreement and any provision incorporated in *Exhibit A*, this Agreement will prevail.
12. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
13. Electronic Signatures. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

NOW THEREFORE, the parties have executed this Agreement on the last day and year set forth below.

CONTRACTOR,
Acclaim Systems, Inc.

By: 

Date: 5/1/25

STATE OF OHIO,
Ohio Department of Agriculture ("ODA")

By: _____
Brian Baldrige,
Director

Date: _____

Exhibit A



AgEnterprise

Plant Industry and Pesticide Module

ABSTRACT

Plant Health: Product Registration, Plant Health –
AgEnterprise Ohio

John Kucek

Acclaim Systems

Executive Summary

In this statement of work, we detail the scope, tasks, and pricing for continuing Software Maintenance, Support and Problem Resolution, of **AgEnterprise** for Ohio Department of Agriculture, Division of Plant Health:

1. Software Maintenance Agreement
2. Support and Problem Resolution Agreement

In addition, Ohio Department of Agriculture, Division of Plant Health can request additional enhancements where the cost and process are outlined in **Appendix A: Procuring Enhancements**.

A brief description of the deliverables and Pricing:

DESCRIPTION	COST
Software Maintenance Support and Problem Resolution SOW for AgEnterprise with 50 support hours July 1, 2025 – June 30, 2026	\$45,000.00
Software Maintenance Support and Problem Resolution SOW for AgEnterprise with 50 support hours July 1, 2026 – June 30, 2027	\$47,025.00

Additional support and enhancement hours may be purchased for **\$120.00/hour**.

Support hours can be used for: Support, Training, Enhancement.

ACCLAIM is very pleased to support the Ohio Department of Agriculture. If you have any questions, please contact:

John Kucek
johnku@acclaimsystems.com
773 495 8307

Software Maintenance

Software Maintenance is defined as the modification of a software product after delivery to correct defects and implement approved service requests, commonly referred to as 'break-fix.' Services provide for resolution of any problems, defects, and/or deficiencies.

This contract is for the maintenance of Pesticide Product Registration and Plant Health.

What constitutes the use of maintenance hours?

Any request submitted to the service desk for investigation, requested code change, requested research, emailed question with required response, 3rd party, request for participation in meetings, request for discussions with a 3rd party for services. Any request given from a client through the help desk.

Break-Fix

Under this Statement of Work (SOW), ACCLAIM will provide services to modify the **AgEnterprise** software in order to correct defects and implement approved service requests. If Acclaim Systems introduces a bug or break-fix error to the system through the normal release management process, Acclaim will remedy the issue. Existing unwanted features within the code that are deemed needing to be fixed will also be remedied within the current release management process at Acclaim Systems discretion. Unwanted features of the system that are as designed may or may not be fixed by Acclaim Systems and may require use of support hours to remedy.

Quality Assurance Process & Testing

ACCLAIM has several Quality Analysts at our development center in Harrisburg, PA.

ACCLAIM will test each major and minor release prior to delivery to the client in accordance with technical and business specifications agreed upon for the release, perform regression testing to validate that the new functionality has not negatively impacted existing functionality within the product, and provide the release for User Acceptance Testing (UAT). Clients are required to perform UAT during the time provided in the release management process. If UAT is not performed by the client, future unwanted features identified by the client may require support hours to remedy.

Release Deployment

ACCLAIM will provide a maintenance release schedule to the clients of AgEnterprise. Acclaim will work with the clients as much as possible to accommodate issues with the release:

- Standard releases: ACCLAIM will provide 1 standard release annually; This release can be pushed to each client, or a client can choose to skip one release. Acclaim systems will only support the current release and a prior release. If a client falls further behind, the cost for support will be impacted.

- Emergency release: Acclaim may provide up to 2 emergency releases during the year. Acclaim will exercise all commercially reasonable efforts to test such emergency fixes in accordance with the requirements of this section.

ACCLAIM also will deliver or make available to the client, with the delivery of each release, release notes describing the release content.

Release Management

Acclaim's Release Management process provides customer support, improved planning, and testing. This standardized approach to software delivery management provides for full quality assurance, communication, and consistency in versioning. Items to be included in a release are prioritized between our Product Management team and the clients. Acclaim will develop a maintenance release schedule, which will include any new modules identified by Acclaim and agreed-upon change requests through the support process.

Acclaim will provide support, as defined in this agreement, for the current major production release of the software and the current major production release – 1. Customers who choose to remain on older production release versions may be charged additional costs/hours for the added work effort in supporting older versions. Testing will be completed as much as possible, however, this may be greatly impacted with additional costs for the older the releases.

Product Management

Acclaim will provide product management to assist in coordination of support activities. As part of our maintenance service, our Product Manager, a subject matter expert in **AgEnterprise** will provide:

- Bimonthly (every other month) meeting to discuss the operations of **AgEnterprise** that focuses on:
 - Current support/training hour usage
 - Discussion of any new feature sets (enhancements) for changes that can be prioritized in a product release listing and product roadmap per a separate SOW
 - Shared discussion on other client activities or enhancement requests for prioritization
 - Discussion on internal infrastructure changes
- Coordinating with the client POC for prioritization and release dates of future releases

Product Management further includes:

- Providing information on enhancements or customizations made by other clients at no additional charge unless additional configurations are required to enable the functionality.
- Supporting User Group administration and meetings lead by the license holder of the software.
- Reviewing requested feature sets for prioritization across clients to be able to address high priority items as quickly as possible

- Assisting the user community in coordinating requirements, including potential cost sharing across clients
- User group conferences and user workshop coordination.

Client Responsibilities

This section describes the responsibilities of the client under this agreement.

- **Designated Support Contacts**

The client will designate one (1) single point of contact (POC) with an optional backup. The POC is responsible for coordinating with the Acclaim Product Manager for prioritization and release dates of maintenance items as well as reporting and management of incidents.

The client will designate one (1) or more product administrators to serve as the primary client contact for Acclaim's Support and Maintenance Services.

- **User Support**

The client will provide end-user first-level support. Acclaim will provide and be responsible for Level 2 and 3 support of the product.

- **Hosting (Production/Staging, Patch management, Backups and Procedures)**

For products hosted by the client, the client will be responsible for:

- Providing the Staging and Production Environments
- Maintaining the staging and production environments
- Performing all patch management and incident management in the environment
- Performing all necessary back-ups, database monitoring and tuning, recovery, and required product operating procedures.
- For products hosted by Acclaim, Acclaim will perform these tasks.

- **Remote Access**

For products hosted by the client, the client will provide Acclaim remote access to the servers on which the product resides. For products hosted by Acclaim as an outsourced hosting service, the client will not have direct access, e.g., via virtual private network (VPN), to any of the hosted servers.

- **Client Assistance in Resolving Defects**

The client will provide such assistance and cooperate with Acclaim in helping to identify and address defects. Providing full processes and procedures that were undertaken prior to and during the defect. Client delays in providing assistance affecting the total elapsed time of the maintenance task(s) related to the request may result in delayed completion of the task, charge of additional maintenance hours, or both.

- When providing a detailed description of the issue you are experiencing, please remember to include such items and details as:

- User name experiencing the issue.
- Identify what the issue is exactly
- Identify what you expected to happen vs what happened.
- Document steps to reproduce issue.
- Identify the module/page - menu item selected to get to the page/report
- Parameters/data values populated, button clicked, etc.
- If any error message is displayed, please copy/include in the report.

Finally, be sure to select the appropriate Priority and click the Submit button.



Support and Problem Resolution Agreement

Support and Problem Resolution

The Acclaim Service Desk provides a single Point of Contact (PoC) for issue tracking and resolution for the Level 2 and Level 3 support requests. Acclaim provides SMEs on the **AgEnterprise** solution in conjunction with our Service Desk team to ensure a timely incident response and resolution to any issues or needs identified. Our Service Desk is available 8:00 a.m. to 7:00 p.m. Eastern Time on business workdays (No Holiday Coverage). Timeframes outside of these normal business hours are negotiable.

Additional details of support scope such as resolution times and issue resolution plan are provided in [Appendix C: Service Level Agreement](#).

Product Contact Information

MODULE	EMAIL	TELEPHONE
AGENTERPRISE	AgEnterprisePlantsSupport@mail.acclaimsystems.com	(888) 999-2125

Figure 1: Solution Contact Information

Support Process

This agreement includes hours of support; these allocated hours of support will expire at the end of the contract term. Support hours include issue resolution for items outside of software Defects (i.e., data fixes), meetings to discuss software changes outside of Product Management monthly meetings, and enhancements or code changes, such as cosmetic changes on a report. Training includes webinars, continuing education training, and additional meetings to educate staff at the client request. Hours can be purchased should a client need additional support/training assistance. Support hours can be used for maintenance, enhancements and training.

Support and Maintenance Services History Tracking System

Acclaim will maintain a customer- specific Support and Maintenance Services history, including updated records of the client's product configuration. Acclaim is committed to creating a transparent relationship and will log all of these support hours and classify them in the monthly statement:

- the date, time, title and time spent on each contact to support desk
- the total number of contracted hours, total used and remaining hours available.

Reporting and Management of Incidents

Reports of incidents (an "Incident Report") will be made by the client to the Acclaim Service Desk. If there are multiple Incidents, the client may prioritize their incidents with respect to each other. The Service Desk will log the reported incident and provide the client with an Incident tracking number for reference when making follow-up inquiries.

The Incident Report will contain:

- a) the date and time of the call
- b) the name of the product
- c) the client contact name, e-mail address if available, and telephone number
- d) a description of the incident

The client will provide Acclaim with as much information as possible to enable Acclaim to investigate and attempt to identify and verify the reported issue or defect. The client will work with Acclaim support personnel during the problem isolation process, as reasonably needed. Acclaim will manage and maintain records with respect to the resolution of all reported Incidents ("Incident Resolution Report") and may facilitate status calls for 'High Impact' or 'Work Stoppage' classifications. Acclaim will maintain the working history of Incident Reports and provide the client with expected resolution dates, and – for defects – a status of where the defect correction is in the Acclaim correction and quality assurance process.

Appendix A: Procuring Enhancements

For requested changes, Acclaim will draft a fixed-price SOW that details the scope, approach, assumptions and associated cost to meet the requested change. Acclaim's process for reviewing and estimating product enhancements/modifications is:

1. Client submits a work request to the Acclaim Support Desk through a support ticket.
2. The Acclaim Business Analyst working with other team members will outline a ball park estimate for this work. This ball park estimate will be sent through the help desk to the customer to see if they still want to move forward.
3. If the clients want to move forward they will respond to the help desk with a go ahead.
4. The Acclaim Business Analyst then creates a detailed statement of work (SOW) that contains the documented requirements, assumptions, and cost. That SOW is delivered through the help desk to an authorized representative from the client for review and signature approval. The timing of this deliverable, in our experience, is dependent upon the scope and complexity of the requested enhancements.
5. Acclaim's team then places this detailed estimate into a product backlog item(s) and these are submitted for a future release of the application. The release chosen is based on the impact to the application and other clients. The PBI(s) will be worked on in the priority order and delivered through the release management process.

Appendix B: Terminology and Definitions

ACCLAIM's Quality Assurance Process includes:

- **Test Case Development** –Test cases are developed based on the acceptance criteria of the work to be delivered. These test cases cover both positive and negative test scenarios.
- **System Integration Testing (SIT)** – The objective of SIT is to verify the correctness of the newly designed items, and their interaction with the other functional areas of the system. Testing focuses on new or altered functionality of application.
- **Integration Testing (IT)** – The goal of IT is to logically combine all the key components described in the integration section of this document in strategic end-to-end testing flows to validate that all new functionality is processing correctly within the context of the entire system.
- **Regression Testing** – Regression Testing is done to confirm that a recent program or code change has not adversely affected existing production features. Regression Testing is a full or partial selection of previously executed test cases which are re-executed to ensure existing functionalities work to specification.
- **User Acceptance Testing (UAT)** – The client will test the application and sure that the software works as desired and expected after the release has been delivered into Staging. Once the client approves the release, the release is pushed to production. Any issues found during UAT will be addressed.

The following terms relating to Incidents and Defects are defined as follows:

- **Defect:** Any non-conformance of the Product to operate in accordance with the Documentation, or documented acceptance criteria that was introduced by features created by Acclaim Systems.
- **Emergency Release:** Corrections to a small number of known errors used to remediate a Major Incident and/or a potential security breach that might cause a Major Incident. Acclaim Inspection Services will follow the Emergency Change procedure and ensuing Emergency Release procedure to implement an Emergency Release for the impacted Customers.
- **Incident:** An unplanned interruption to an IT Service or a reduction in the Quality of an IT Service.
- **Incident Response:** A email, and/or update from the Acclaim Service Desk or telephone call from Acclaim acknowledging that an Incident Report has been received and that appropriate technical personnel have been assigned to work on the Incident.
- **Interim Resolution:** Acclaim: (a) reinitiates or restarts, as applicable, the product, if the reported Defect caused the product to be inoperative; (b) enables the client to access the product, as applicable, if the reported Defect caused the client to be unable to access the product; or (c) provides the client with a workaround acceptable to the client that solves or mitigates a reported Defect.
- **Issue:** Any of the following: (a) any presently identified event, circumstance, or problem that adversely affects the ability to meet project requirements, or a missed Deliverable Due Date or Critical Milestone Due Date, whether by Acclaim or the client; or (b) any event, problem,

difficulty, or circumstance which affects or may affect the Product or the operation of the Product by the client, including the failure to meet the acceptance criteria. Issues do not include Defects (see definition of Defects).

- **Major Release:** Contains areas of new functionality, some of which may eliminate temporary fixes to problems. A major release usually supersedes all preceding minor releases and emergency releases. Acclaim Inspections Services must push a full (as opposed to partial) set of software components to the appropriate customer environment.
- **Minor Release:** Contains small enhancements and fixes, some of which may have already been issued as an emergency release. A minor release usually supersedes all preceding emergency releases.
- **Resolution:** A correction or modification that permanently corrects the Defect, or for non-Defect-based Incidents, a permanent product that ensures the Incident will not be repeated.
- **Service Request:** A request from a user for information, or advice, or for a Standard Change or for Access to an IT Service.
- **Work Stoppage:** Defined as a system Defect that directly impacts the daily operation of the business and provides no suitable work around.

Appendix C: Service Level Agreement

Resolution Times

The service is available 8:00 a.m. to 5:00 p.m. Eastern Time on Federal business days. Acclaim will respond within the timeframe noted in Figure 2. “Medium” and “Low” severity reported system defects and product deficiencies will be prioritized and corrected in a future product release.

LEVEL OF SEVERITY	DESCRIPTION	TIME TO:	
		ACKNOWLEDGE	RESOLUTION PLAN
1. High Impact	Software does not execute	1 hour	4 hours
2. Medium Impact	Software execution is significantly restricted or severely impaired		1 business day
3. Low Impact	Software executes with minor errors		5 business days

Figure 2: Resolution Times

Issue Resolution Plan

Client support is initially handled by Acclaim’s Service Desk which will provide responsive and professional service for less complex support and will quickly transfer complex support needs to Acclaim’s Tier 3 team. Acclaim logs and tracks all problem contacts through resolution. Monthly reports to each client provide details on all calls and use of support time.

Technical support will be offered by telephone, email, and/or direct viewing of the production environment or mobile device. Acclaim requires direct access to client infrastructure (e.g., VPN) in order to execute this service agreement. Acclaim systems does not support the end user or the end users device.

As part of the Acclaim release management process, items will be prioritized between our Product Management team and the client. Acclaim will provide aging reports to review older support requests/bugs to ensure these items are being addressed as appropriate based on priority. All issues/bugs are reviewed prior to each minor release and targeted for a future release based on priority.

Acclaim’s goal is to resolve all priority 1 items not considered for an emergency release in the next available release. Priority 2 items will be scheduled within the next two maintenance releases after submission to Acclaim. Any modifications to source code will follow standard release management for the specific product.

If you are impacted by a High Priority issue the process is to email the support desk, followed by a phone call to the Support Desk.

Escalation Procedures

Figure 3 describes the escalation path that is followed if the client escalates service requests and defects for which an Interim Resolution has not been provided and/or has not been addressed in a timely or appropriate manner. The client has the right to require Acclaim to assign an appropriate support and/or technical resource from Acclaim to coordinate and oversee resolution of such defect or request. In this case, resolution efforts will be communicated through daily calls. If these escalation procedures fail to produce a satisfactory resolution, the Executive Sponsors will discuss a corrective action plan to resolve the timeliness of correcting defects or requests.

Escalation Level	Contact Details
Lv. 1	AgEnterprise Plants Product Manager: Christopher Bryan Email: christopherb@mail.acclaimsystems.com
Lv. 2	Solution Account Manager: John Kucek Email: johnku@acclaimsystems.com Phone: (773) 495-8307
Lv. 3	Executive Director: David Burgess Email: Davidb@mail.AcclaimSystems.com

Figure 3: Escalation Path



Notice to Proceed

This Proposal dated April 22, 2025, for Acclaim Systems, Inc. (ACCLAIM) to provide Ohio Department of Agriculture, Division of Plant Health with services as described in the Software Maintenance Agreement, Support and Problem Resolution Agreement is hereby submitted for approval. The parties acknowledge that they have read this document, understand it, and agree to be bound by its terms and conditions.

This Notice to Proceed will serve an acceptance of this Proposal, as set forth in this document.

OHIO DEPARTMENT OF AGRICULTURE

By

Name

Title

Date