PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT ("this Contract") is between the State of Indiana acting by and through the Office of the Indiana Attorney General (hereinafter the "State") and Applied Discovery, Inc. dba Concordance (hereinafter "Contractor").

WHEREAS, the State requires a software e-discovery system; and

WHEREAS, Contractor has the expertise, know-how and resources to provide the services and software requested, as set forth on the attached Exhibits and has been selected by the State to provide such services;

1. Duties of Contractor.

a. **Services**. Contractor shall perform the duties set forth in Contractor's proposal set forth on the page entitled "Concordance Training and Consulting", attached hereto and incorporated herein as **Exhibit A**. Contractor understands that opening individual files (i.e. Word Documents, Excel Spreadsheets, e-mail, etc.) is not required for this project and, in fact, is expressly prohibited without prior written consent of the State.

b. **Software**. Contractor shall furnish the software and maintenance services as set forth on the page entitled "Customer Quote" of **Exhibit A**. All software shall be licensed to the State in accordance with the terms and conditions of the "click-through" or "shrinkwrap" license imbedded in or accompanying such software.

2. Consideration. The Contract total shall not exceed twenty-five thousand eight hundred seventy dollars ($25,870.00). This total shall include software, licenses, maintenance fees for the first year and training as outlined in **Exhibit A.**

3. Term. This Contract shall begin on May 28, 2007 and end on January 31, 2009.

4. Access to Records. Contractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this contract. Contractor shall make such materials available at its offices at all reasonable times during the contract period, and for five (5) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment; Successors. Contractor shall not assign or subcontract the whole or any part of this contract without the State's prior written consent. Contractor may assign its right to receive payments to such third parties as Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this contract and shall not be made to more than one party.

6. Audits. Contractor acknowledges that it may be required to submit to an audit of funds paid through this agreement. Any such audit shall be conducted in accordance with IC 5-11-1, and audit guidelines specified by the State during Contractor's normal business hours and in accordance with Contractor's reasonable security procedures.

7. Authority to Bind Contractor. Notwithstanding anything in the contract to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor designated above and has obtained all necessary or applicable approvals from the home office of the Contractor to make this contract fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the State of Indiana.

8. Changes in Work. The Contractor shall not commence any additional work or change the scope of work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Contract and denial of further work with the State.

G. The Contractor hereby affirms that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that
  (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of
    (i) IC 24-4.7 [Telephone Solicitation of Consumers],
    (ii) IC 24-5-12 [Telephone Solicitations], or
    (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:

(A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of federal, state, or local law.

11. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract, shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

12. Confidentiality

a. **Of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or

personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as Exhibit B is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

b. **Of Contractor's Information**. State understands and agrees that the software supplied hereunder, software documentation, and training materials disclosed to the State constitute Contractor's confidential and protected information. The State covenants that such Contractor confidential and protected information will not be disclosed to third parties without the prior written consent of the Contractor.

13. Conflict of Interest.

A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

B. The State may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.

C. The State will not exercise its right of cancellation under section B, above, if the Contractor gives the State an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.

D. Contractor has an affirmative obligation under this Contract to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

14. Debarment and Suspension. The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and is solely responsible for any paybacks and or penalties that might arise from non-compliance.

15. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, then the Contractor may cancel and terminate this Contract and collect all monies due up to and including the date of termination.

16. Disputes. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

A. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

> The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

B. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

17. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor has been convicted of a criminal drug violation occurring in the Contractor's workplace.
False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of

the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. Funding Cancellation. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the State and its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any. The State will not provide such indemnification to the Contractor.

22. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

23. Information Technology Accessibility. If the Contractor provides any information technology related products or services to the State which interfaces with the State's IT equipment, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at http://iot.in.gov/architecture/ at the time of contracting. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $500,000 per person and $1,000,000 per occurrence unless additional coverage is required by the State.

2) The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative, a certificate of insurance prior to the commencement of this agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
2) The State will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this contract shall not be limited by the insurance required in this contract.
3) The insurance required in this Contract, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
4) Failure to provide insurance as required in this Contract is a material breach of contract entitling the State to immediately terminate this Contract.

C. The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State representative prior to the commencement of this Contract.

25. Licensing Standards. The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, the Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

26. Limitation of Liabilities. IN NO EVENT WILL CONTRACTOR HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN TORT, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY), FOR (i) ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, OR INTERRUPTION LOSSES, SUSTAINED OR ARISING FROM OR RELATED TO THE SOFTWARE OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR's LIABILITY FOR ANY REASON AND ON ANY CAUSE OF ACTION SHALL AT ALL TIMES AND IN THE AGGREGATE AMOUNT BE LIMITED TO THE AMOUNT ACTUALLY PAID BY STATE TO CONTRACTOR UNDER THIS CONTRACT.

26. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified

within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

27. Minority and Women Business Enterprise Compliance. The Contract agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plan.

28. Nondiscrimination. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

29. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Martin Durand
Office of the Attorney General
302 W. Washington Street, IGCS-5th Floor
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:
Applied Discovery, Inc.
13427 NE 16th Street
Bellevue, WA 98005

30. Payments. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20. Contractor shall invoice State upon delivery for software and once monthly following the completion of services. Invoices shall be payable to within 45 calendar days of receipt.

31. Penalties/Interest/Attorney's Fees. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated

damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

32. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

33. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

34. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

35. Taxes. The State of Indiana is exempt from state, federal, and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

36. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

37. Termination for Default. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part, if the Contractor **fails to**:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

A. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services

similar to those terminated. However, the Contractor shall continue the work not terminated.

B. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause.

C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

38. Travel. Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

39. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right.

40. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and Contractor shall grant such request.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Applied Discovery, Inc.

By: Michele M. Viviona
Printed Name: Michele Viviona
Title: VP & GM, Litigation Services
Date: 5-31-07

Office of the Attorney General

By: Brent C. Embury
Printed Name: Brent C. Embury
Title: Chief Counsel
Date: 6-11-07

Department of Administration

Mark A. Hempel (for)
Carrie Henderson
Commissioner
Date: 6/19/2007

Office of Technology

Wm. Pierce (for)
Gerry Weaver
Chief Information Officer
Date: 18-Jun-2007

State Budget Agency

Gregory P. Strauch (for)
Christopher A. Buhl
Director
Date: 6-22-07

Approved as to Form and Legality:
Office of the Attorney General

Susan W. Gard (for)
Stephen Carter
Attorney General
Date: 6-22-07

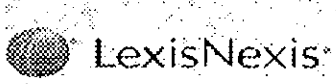
Exhibit A

Concordance™ Training and Consulting

Programs	Costs
Convenient classes in major cities...	
End User (EU) – Learn how to search and review documents.	**$299/person (1 day)**
Introduction to Administration (IA) – Learn how to set up your database, load your data, and set security.	**$299/person (1 day)**
Become certified...	
Concordance Certified FYI Administrator (CCFA)	**$695/person (1 day)**
Concordance Certified Software Trainer (CCST)	**$1695/person (3 days)**
Concordance Certified Software Administrator (CCSA)	**$1695/person (3 days)**
Personalized training and consulting...	
Web Conference Consulting – We'll set up a phone conference and use WebEx, LiveMeeting, or MeetingPlace to bring live demonstrations and guidance to your desktop.	**$250/hr.**
On-site Consulting – We'll send an expert consultant to your office to help you get up and running just in time.	**$1000 – half day** *(+ trainer/consultant expenses)* **$2000 – full day** *(+ trainer/consultant expenses)*
On-site End User, Introduction to Administration, or Certification Programs – We'll come to your office and train up to 15 people.	**EU/IA – $1895/day or $395/person** *(whichever is greater + trainer expenses)* **CCSA/CCST – $2295/day or $1995/person** *(whichever is greater + trainer expenses)* **CCFA – $1995/day or $995/person** *(whichever is greater + trainer expenses)*

Visit http://concordance.lexisnexis.com/training.info.html for full training program details or contact the program's Training Manager at cindy.turner@lexisnexis.com.

Exhibit A



LexisNexis Concordance
13427 NE 16th Street
Suite 200
Bellevue, WA 98005 USA
(877) 613-3010

Concordance™ | Concordance™ Image | Concordance™ PM™

Page: 1
Quote Number: 0000001266
Salesperson: KRUJAN
Customer: CNINDATT
Customer PO:

Customer Quote

Sold To	Ship To
INDIANA ATTORNEY GENERAL'S OFFICE MARTIN DURAND INDIANA GOVERNMENT CENTER S 302 W WASHINGTON ST 5TH FLOOR ROOM C528 INDIANAPOLIS, IN 46204-4701 USA	INDIANA ATTORNEY GENERAL'S OFFICE MARTIN DURAND INDIANA GOVERNMENT CENTER S 302 W WASHINGTON ST 5TH FLOOR ROOM C528 INDIANAPOLIS, IN 46204-4701 USA

Maintenance Expires 1 Year from Date of Purchase

Quote	Expiration	Ship Via	F.O.B	Terms
5/17/2007				Due on Receipt

	Item	Ordered	UOM	Unit Price	Amount
1	FYICORE FYI Core Server S/N: TBD	1.00	Each	12,500.000	12,500.00
2	MAINTFCORE 1 Year Maintenance FYI Core Server	1.00	Each	2,500.000	2,500.00
3	CONCN005 Concordance 5-User S/N: TBD	1.00	Each	3,750.000	3,750.00
4	MAINTCN005 1 Year Maintenance Conc 5-User	1.00	Each	750.000	750.00
5	OPTIN005 Opticon 5-User S/N: TBD	1.00	Each	2,000.000	2,000.00
6	MAINTON005 1 Year Maintenance Opticon 5-User	1.00	Each	400.000	400.00
7	CONCSHIPPING Shipping Charges DHL 2-Day Shipping Fee	1.00	Each	25.000	25.00

Quote Amount:	21,925.00
Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Total USD	21,925.00

APPROVED BY:

X

Exhibit A

Durand, Martin

From: Brady, Paul T. (LNG-JAX) [paul.brady@lexisnexis.com]
Sent: Friday, May 25, 2007 1:44 PM
To: Durand, Martin
Subject: CaseMap pricing for Office of Attorney General - Indiana

Mr. Durand:

Thank you for the opportunity to submit pricing to the Office of Attorney General - Indiana. Below my signature block you'll find pricing for 1 CaseMap Onsite Training Session.

If you need help getting a new case ~~jumpstarted~~ or an existing one organized in CaseMap, we can accommodate your needs in a one-day session that emulates the one-on-one ~~trial team~~ work we do in the Case Assessment ~~Consulting. Our~~ consultant will work with you to customize a day that meets your needs. I have additional details below for our Case Assessment Consulting.

If you have any questions please let me know. Again, thank you for the opportunity to provide you with these figures.

Sincerely,
Paul T. Brady
LexisNexis - CaseSoft
904 273 5000 ext. 224
Paul.Brady@LexisNexis.com

Order 1 Onsite Training Session

$2050.00 - 1 Onsite Training Session at $1466

$2050.00 - Total cost

Case Assessment Consulting

The LexisNexis Case Analysis Consulting group will help your trial teams and litigation support professionals quickly and effectively gain control over your cases. With our approach to Early Case Assessment and proven method to quickly "jumpstart" a case, our consulting team will help you establish a procedure for gathering and organizing early critical case information to help assess case strengths and risks, set client expectations and form a meaningful litigation plan during the early stages and throughout the litigation process.

During your session, you will learn how litigators throughout the country are leveraging best practices to:

1. Quickly identify and gather early factual, legal and strategic case information.

a. Jump-start and organize your case to identify early risk, assess case strength and weaknesses and determine what may still be missing.

b. Identify strategic factors that may impact your case, including parties' litigation tendencies and experience level.

c. Identify previous settlements amounts in similar cases, and prior judgments and/or verdicts from similar cases.