

PROFESSIONAL SERVICES CONTRACT**Contract # EDS A27-24-011**

This Contract ("Contract"), entered into by and between the **Indiana Secretary of State (the "State")** and **Leaf Software Solutions, Inc. (the "Contractor")**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor. The Contractor shall provide the following services relative to this Contract:

Securities Division filing application support as detailed in **Attachments A and B.**

2. Consideration. The Contractor will be paid on a time and material basis for as-needed services at rates detailed in **Attachment A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **Five Hundred Eighty-Five Thousand Dollars (\$585,000.00)**.

3. Term. This Contract shall be effective for a period of 12 months. It shall commence on 12/18/2023 and shall remain in effect through 12/31/2024.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the 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.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall 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 or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this 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 IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** 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 Inspector General's website at <http://www.in.gov/ig/>. 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 IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments 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 Contract 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, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State 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. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

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

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. 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, except for de minimis and nonsystematic violations,
 - (A) 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.

11. 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 any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality 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 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) 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.

13. Continuity of Services.

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors 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 of Indiana. 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.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the

State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

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

16. Disputes.

A. 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.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of 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.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. 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 the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, 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 in the State of Indiana, has been convicted of a criminal drug violation occurring in the 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 paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, 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 its 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 the State in writing 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. Employment Eligibility Verification. As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. 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 or as soon as is reasonably possible under the circumstances 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.

21. Funding Cancellation. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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 Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party 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, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. 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 provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

~~26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract. [Add additional IVOSBs using the same format.]~~

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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~~Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term.~~

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.in.gov, or mailed to IDOA, 402 W. Washington Street, Room W 462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.in.gov for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. ~~Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.~~
4. ~~Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.~~
5. ~~Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.~~
6. ~~Surety or Fidelity Bond(s) if required by statute or by the agency.~~
7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$2,000,000 in the aggregate.

~~The Contractor shall provide proof of such insurance coverage on request by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.~~

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

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. 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.

4. The insurance required in this Contract, through a policy or endorsement(s), 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 agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State on request. ~~before the commencement of this Contract.~~

29. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are No key persons

30. Licensing Standards. The Contractor, 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 will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. 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, except by written agreement signed by all necessary parties.

32. ~~Minority and Women's Business Enterprises Compliance.~~

~~Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It~~

~~is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term:~~

~~The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract. [Add additional MBEs and WBEs using the same format.]~~

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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~~Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:~~

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idea.in.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W 462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idea.in.gov for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at www.in.gov/idea/mwbe/payaudit.htm. The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

33. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive

Order 13672.

34. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by first-class U.S. mail service or commercial courier service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Jerold Bonnet, Deputy Secretary of State
Office of the Indiana Secretary of State
200 W. Washington St. Room 201
Indianapolis, IN 46201**

B. Notices to the Contractor shall be sent to:

**Chad Hankinson, President
Leaf Software Solutions, Inc.
14300 Clay Terrace Blvd., Suite 200
Carmel, IN 46032**

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) State's RFQ or RFP if any, (4) Contractor's response to State's RFQ or RFP if any, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "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 hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the 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 the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained

from the Indiana 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.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. 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 permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. 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.

40. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. 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.

43. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

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

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency 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. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with

authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. 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; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
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.

B. 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. ~~and the Contractor will be liable to the State for any excess costs for those supplies or services.~~ The Contractor shall continue the work not terminated.

C. 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. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. 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.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

48. 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 is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. 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 the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: Paragraphs 26, 28, 32 and 46 as indicated.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

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

Leaf Software Solutions, Inc. [Contractor]

By: 
Eric Young, Director, Finance & Administration
Name and Title, Printed

Date: December 14, 2023

Indiana Secretary of State [Indiana Agency]

By: 
Jerold A. Bonnet, Deputy Secretary of State
Date: 12/10/2023



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INTERVIEW

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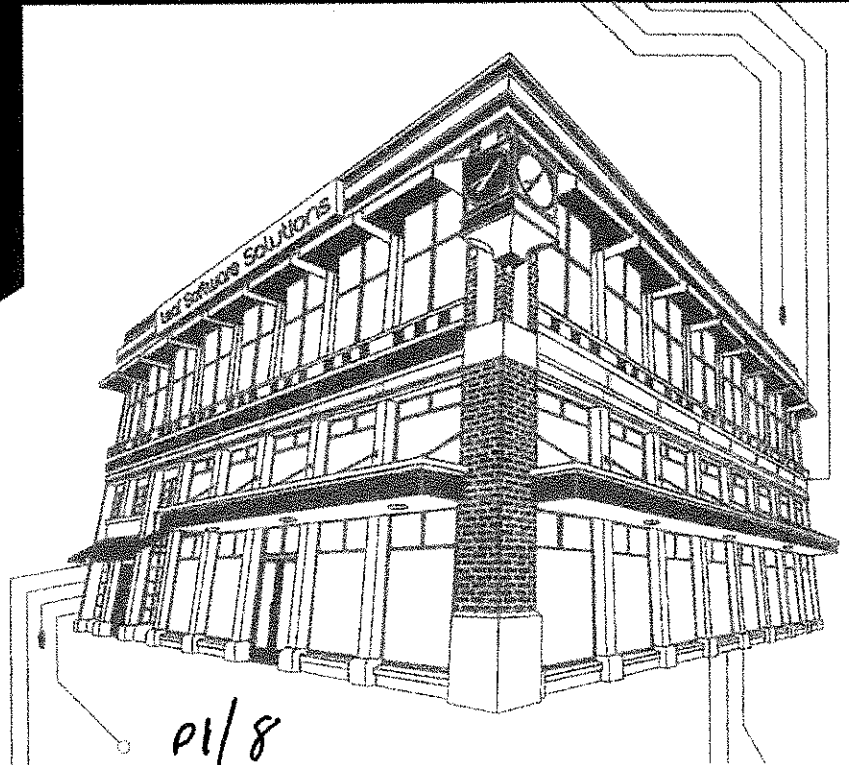
ATTACHMENT A



SECURITIES DIVISION D365 PLATFORM - SECRETARY OF STATE INDIANA

STATE OF INDIANA - SECRETARY
OF STATE

12/9/2023



INTRODUCTION

12/9/2023

Robert Fulk
State House, Room 201
Indianapolis, IN 46204

Dear Robert,

Thank you for the opportunity to provide the following consulting agreement to the State of Indiana (Indiana Secretary of State). Leaf Software Solutions brings a solid and long-term (30 + years) history of working relationships with organizations like the Indiana Secretary of State along with a proven approach to delivering successful software projects.

There are four key differentiators that we believe make our team stand out from all other vendors:

- **Experience** – the partnership between Leaf and Microsoft means that our team brings an understanding of your business, along with proven D365 expertise.
- **Knowledge of the Dynamics 365 Platform** – we have consultants who are certified and have over fifteen (15) years of hands-on experience working with the D365 to provide business solutions that align with your requirements.
- **Proven project methodology** – we have made significant efforts to create a project execution methodology that is undergirded by transparency and collaboration with our clients. We leverage industry leading project management tools that create real-time forums for collaboration and dialogue.
- **Value added services** – in addition to the services called out in this agreement, we can also provide additional ongoing support and services.

Our team is prepared to start this engagement in November 2023. We welcome the opportunity to discuss our approach, experience, and credentials in more detail with the Indiana Secretary of State selection team. We look forward to your response.

Sincerely,



Chad Hankinson
President
Leaf Software Solutions

EXECUTIVE SUMMARY

Indiana Secretary of State is evaluating how Dynamics 365 platform and other technologies can play a more significant role in improving the daily business processes within their organization. Currently, a sentiment exists that a great deal of efficiency could be gained if efforts are taken to modernize the current D365 Platform within the organization.

Dynamics 365 is a logical system to embrace within the Indiana Secretary of State organization. Standardizing existing processes on this Platform offers the following benefits:

- Increases in the team effectiveness by standardizing the Indiana Secretary of State processes
- The ability to better manage the roles, responsibilities, and activities of each team member
- Reduce non-productive administrative bottlenecks
- Improve the frequency and consistency of client and prospect communications / contacts
- Reduces the time to ramp up and train new team members
- Ownership of quality data will increase account security, as well as create a priceless corporate asset
- A 360-degree view of information will empower Indiana Secretary of State to build high touch – high value relationships
- Greater accuracy and visibility into Indiana Secretary of State's key processes will lead to improved management decision-making and reporting
- A flexible infrastructure to support key processes, team preparation, and information management
- The ability to accurately manage and measure team activities and effectiveness
- Decreasing administration costs for information handling and communications

We believe the Indiana Secretary of State team coupled with the expertise of the Leaf Dynamics 365 practice (as well as the other practices within Leaf) is a winning combination that will provide both immediate return on investment along with increased long term growth opportunities. The entire Leaf organization is poised to go on a relentless pursuit with Indiana Secretary of State.

Leaf appreciates the opportunity to provide Indiana Secretary of State with this recommended solution, and we are confident that together we can meet your objectives. We look forward to developing a long-term partner relationship (not just a vendor relationship) which assists Indiana Secretary of State in meeting current and future business challenges.

SCOPE DEFINITION

SECURITIES DIVISION – DYNAMICS 365 APPLICATION

Leaf will work under the direction of the client to support, iterate, and add functionality to the D365 application currently in place for the Securities Division of the Indiana Secretary of State. Leaf will provide the project team to manage, document, and iterate this application into a future state defined by client.

All new feature and enhancement requests will be prioritized and approved by Client before Leaf consultants begin working on such requests.

Leaf will identify all the roadmap items (major process tasks, supporting software systems).

- Documenting each item's current state
- Associated systems (if any existing)
- Understanding its relationship and effect on the business, and other processes and systems
- Prioritizing Registrations/Integrations
- Gain a more in-depth technical understanding of existing systems from a scalability, security, or any other useability issue perspective.
- Investigate alternatives, which may include existing products in the marketplace, or developing interfaces to existing systems (interfaces from Feds)
- Facilitate discovery sessions to discuss and document the needs and concerns in the areas of user access, Compliance, Operations, and Onboarding team needs.
- Discover and present options for Case Management to help client determine the best path forward for that application. Options include building a custom system, refining process in D365, or purchasing an off the shelf system.

In the first 90 days (about 3 months), Leaf will present a roadmap and options for client for both the Case Management system and for the current Securities Portal.

FINANCIAL CONSIDERATIONS - SERVICES

Leaf provides the following estimates for the services to be performed as part of this agreement:

TASK NAME	ESTIMATED TIME (HOURS)	ESTIMATED COST (\$)
Securities Division Portal Project	3,000	\$585,000
Total	3,000	\$585,000

Notwithstanding anything to the contrary, all work will be performed and billed on a Time and Material basis. Any estimates provided shall not set a not-to-exceed limit, fixed bid, or any limit of any sort.

PROJECT RATES

Professional Services	\$195.00*
Travel Rate	\$87.50
Mileage	Current IRS rate for business mileage

**Leaf periodically adjusts its hourly rates, typically each calendar year. Leaf reserves the right to adjust its hourly rates.*

ASSUMPTIONS

- This agreement will require significant upper management and business unit leadership support in the form of an Executive Sponsor.
- Indiana Secretary of State will identify an overall Executive Sponsor and designate Business Unit Lead Sponsors.
- Indiana Secretary of State stakeholders will participate in scheduled requirements and design meetings. Any rescheduled meetings may result in revised service timelines and additional travel expenses.
- Leaf will provide D365 resources to work onsite and remotely with Indiana Secretary of State Stakeholders and project team members.
- Indiana Secretary of State stakeholders must provide access to required software, hardware, and associated systems.
- Indiana Secretary of State will designate a primary resource for coordination of project planning, meeting scheduling and project status reporting.
- Indiana Secretary of State will designate primary stakeholders in each business unit and department for review and approval of project work products.

TERMS AND CONDITIONS

- Leaf shall submit invoices for Services to Indiana Secretary of State semi-monthly, and Indiana Secretary of State agrees to pay each invoice within thirty (30) days of invoice date.
- Indiana Secretary of State acknowledges and agrees that, in the unlikely event of damages arising out of and directly resulting from Leaf's involvement in the aforementioned Indiana Secretary of State project, Leaf is under no circumstances liable for repayment of damages beyond the professional service fees paid to date by Indiana Secretary of State.
- The project as defined will begin on or after the execution of this Proposal and will continue until completion. Progress will be communicated directly to client on an ongoing basis.
- Changes sought by the client after approval of this contract that represent a need to amended costs will require the execution of a change order prior to beginning the revisions.



14300 Clay Terrace Blvd

Suite 200

Carmel, IN 46032

317-814-8000

EDS A27-24-011
ATTACHMENT B



Master Services Agreement

For
Indiana Secretary of State
State House Room 201
Indianapolis, IN 46204

Prepared By

Leaf Software Solutions, Inc.
14300 Clay Terrace Blvd, Ste 200
Carmel, IN 46032
317.814.8000

Delivered On

December 11, 2023

P1/8

Master Services Agreement

Agreement #5639

This Master Services Agreement ("Agreement"), Number, is between Leaf Software Solutions, Inc. ("Leaf"), an Indiana corporation, with an address at 14300 Clay Terrace Blvd, Suite 200, Carmel, IN 46032 and Indiana Secretary of State ("Client") with an address at State House Room 201 Indianapolis, IN 46204

Under this Agreement, Leaf will provide Services and Deliverables to Client, as described in Work Orders, Statements of Work, Proposals, Quotes, or Quotations specifically referring to this Agreement and executed and delivered by both parties in writing (collectively, "Work Orders"). All Work Orders attached are independent documents, each referencing this Agreement and bound by the terms of this Agreement. All Services and Deliverables provided hereunder shall be supplied by Leaf on a time and materials basis, unless otherwise provided in a Work Order. Unless otherwise provided in a Work Order, the Services and Deliverables do not include ongoing support, future upgrades, revisions, enhancements, or modifications.

By signing below, the parties agree to the terms of this Agreement. This Agreement replaces all prior oral or written communications between the parties relating to the subject matter. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original, unless prohibited by local law.

Contract Coordinators responsible to receive all notices and administer this Agreement are:

Leaf Software Solutions, Inc.

Printed: Eric Young

Title: Director, Finance & Administration

Client

Printed: Robert Fulk

Title: CIO

ACCEPTED AND AGREED TO

Leaf Software Solutions, Inc.

By: _____
(Authorized Signature)

Printed: Eric Young

Title: Director, Finance & Administration

Date: _____

ACCEPTED AND AGREED TO

Client

By: _____
(Authorized Signature)

Printed: Robert Fulk

Title: CIO

Date: _____

1.0 DEFINITIONS

- 1.1 **Deliverable** means the software and materials itemized in a Work Order that Leaf originally creates and delivers to Client pursuant to the Work Order.
- 1.2 **Employee** means personnel that Leaf provides to perform Services or create Deliverables for Client.
- 1.3 **Services** means the professional services provided by Leaf or its designees to Client.
- 1.4 **Work Order** means a Statement of Work, Proposal, Quote, or Quotation for the provision of Services or software which is accepted by Leaf or, accepted by Client as evidenced by either: (i) Client's signature on the Work Order or accompanying transmittal letter; (ii) Client's written acceptance via e-mail; (iii) the issuance of a Client purchase order referencing the Work Order; or (iv) Client's payment to Leaf for any part of the Services or expenses referenced in the Work Order. A Work Order does not include any of Leaf's promotional materials or cover letters transmitting a Work Order.

2.0 RELATIONSHIP OF THE PARTIES

- 2.1 **Relationship between Leaf and Client.** Leaf will perform the Services under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship between Leaf and Client. Neither party is, nor will claim to be, a legal representative, partner, franchisee, agent, or employee of the other. Neither party will assume or create obligations for the other. Each party is responsible for the direction and compensation of its employees.
- 2.2 **Relationship between Client and Employee.** The parties agree and understand that the Employees provided by Leaf are solely the employees of Leaf and shall look only to Leaf to provide wages and benefits. Employees of Leaf shall not be construed as Client's employees. Employees provided by Leaf hereunder are hired and placed by Leaf in its sole discretion, although Leaf may consider a specific request from Client regarding placement of an Employee.

3.0 RESPONSIBILITIES OF LEAF

- 3.1 **Services.** Subject to Client having fulfilled its obligations under the Agreement and all Work Orders, Leaf shall deliver Services and Deliverables as specified in attached Work Orders.
- 3.2 **Records.** Leaf will maintain relevant records to support invoices issued. The records will be retained and made available to Client upon request for three years from the date of the related invoice.
- 3.3 **Wages and Benefits.** Leaf has the sole right and responsibility to negotiate and establish the wages and benefits of its Employees and is solely responsible for withholding and paying all federal, state, and local income and social security taxes, and paying wages, the employer's share of social security taxes, and all amounts required under local, state and federal workers' compensation acts, disability benefit acts, unemployment insurance acts, and other employee benefits acts when due.
- 3.4 **Leaf Taxes.** Leaf shall comply with all federal, state, and local laws, ordinances, regulations and orders relating to the Services it provides (including, without limitation, tax returns), and pay all filing fees and federal, state, and local taxes applicable to its business as they come due.
- 3.5 **Other Responsibilities.** Leaf shall fully comply with all federal, state, and local laws regarding employment, including wage-hour, and immigration laws. It shall collect and maintain such Employee records and documents as required by law, including U.S. Department of Homeland Security Form I-9. In addition, Leaf shall not discriminate on the basis of national origin, race, religion, pregnancy, disability, citizenship status, age, or sex. Nothing contained in this

Agreement will be construed as granting Leaf, Leaf's Employees, or agents any rights under any Client employee benefit plans.

4.0 CLIENT'S RESPONSIBILITIES

- 4.1 **Safe Work Environment.** If the Services are to be performed at Client's office, then Client shall provide Employee a suitable work place which complies with all applicable federal, state, and local safety and health standards and shall provide all necessary information, training, and safety equipment with respect to any hazardous substances.
- 4.2 **Other Responsibilities.** Client shall provide Employees with the reasonably necessary access to Client's facilities and equipment. Client shall not discriminate on the basis of national origin, race, religion, pregnancy, disability, citizenship status, age, or sex.
- 4.3 **Payment.** Client will pay Leaf for the Services and Deliverables in accordance with this Agreement, or as otherwise specified in a Work Order.

5.0 TERMS OF PAYMENT AND RECORDS

- 5.1 Unless otherwise specified and agreed upon in a Work Order, Leaf shall submit invoices to Client semi-monthly, and Client agrees to pay each invoice, or the undisputed portion thereof, within fifteen (15) days from invoice date.
- 5.2 If Client disputes any invoice amount, Client shall timely pay the undisputed portion and notify Leaf, in writing (e-mail acceptable), within ten (10) days of receipt of invoice with the nature of the dispute. The parties will attempt to resolve the dispute promptly.
- 5.3 Undisputed amounts not paid when due will incur a one and one-half (1.5) percent per month interest charge, or the highest lawful rate, whichever is less, assessed against the unpaid balance from the date of invoice until the date of payment.
- 5.4 All payments shall be in U.S. Dollars.
- 5.5 Client agrees to pay all costs of collection, including without limitation, attorneys' fees and court costs, on past due invoices.
- 5.6 Leaf reserves the right to suspend the provision of Services and/or Deliverables if Client is past due in paying amount owing.
- 5.7 All invoices will include the following information:
 - 5.7.1 Invoice number and date;
 - 5.7.2 Leaf's company and remit to address;
 - 5.7.3 The name of the Employee and the number of hours spent performing the Services;
 - 5.7.4 If more than one (1) Employee worked for Client in a given month, Leaf's invoice may be itemized to show total charges per Employee; and
 - 5.7.5 Itemized expenses, if any, related to Services provided.
- 5.8 Client shall provide Leaf the mailing or email address to which Leaf should send invoices. Client shall inform Leaf in writing of any changes to this address.
- 5.9 Leaf will maintain relevant records to substantiate Leaf's charges under this Agreement. The records will be retained and made available for three (3) years from the date of the related invoice. At Client's request, Leaf will make these records available for audit to an independent certified public accountant chosen and compensated (other than on a contingency basis) by Client. The audit will be conducted during normal business hours at Leaf's offices. In the event

that Client discovers an instance of over-billing to Client, Leaf will correct the invoice and reimburse Client for any amount overpaid.

6.0 INTELLECTUAL PROPERTY

- 6.1 Unless explicitly granted in this Agreement, neither party grants the other any rights in any intellectual property, including patents and patent applications, by implication, estoppel or otherwise.
- 6.2 Subject to the terms herein and payment by Client of all amounts owing pursuant to this Agreement and all Work Orders, Leaf hereby assigns to Client all right, title, and interest in and to the Deliverable(s) as identified in a Work Order, and all intellectual property rights therein, including without limitation all copyright rights.
- 6.3 If mutually agreed in writing by both parties that Leaf may use pre-existing design or code in creation of a Deliverable (such writing referred to herein as "**Pre-existing Design or Code Agreement**"), both parties agree that any pre-existing design or code that Leaf includes in the Deliverables, as specified in any Pre-existing Design or Code Agreement or any Work Orders, will be identified by Leaf and is not for reuse or resale by the Client, and remains the intellectual property of Leaf, for reuse as Leaf desires. Subject to the terms herein and payment by Client of all amounts owing pursuant to this Agreement and all Work Orders, Leaf hereby grants Client a non-exclusive right to use such pre-existing design or code that Leaf includes in the Deliverables.
- 6.4 Any goodwill attaching to Leaf's trademarks, service marks, or trade names belongs to Leaf and this Agreement does not grant Client any right to use them. Leaf may publicly state that Client is a customer of Leaf.
- 6.5 Any goodwill attaching to Client's trademarks, service marks, or trade names belongs to Client and this Agreement does not grant Leaf any right to use them. Client may publicly state that Leaf has provided a Deliverable or Service.

7.0 REPRESENTATIONS

- 7.1 Leaf makes the following representations:
 - 7.1.1 Leaf has full legal rights to perform its obligations and grant and assign the rights granted and assigned herein;
 - 7.1.2 Leaf is not under, and will not assume, any obligation or restriction that prevents Leaf from performing its obligations or conflicts with the rights granted and assigned in this Agreement;
 - 7.1.3 There are no liens, encumbrances or claims pending or threatened against Leaf, or to Leaf's knowledge, anyone else, that would affect Leaf's ability to perform its obligations under this Agreement or relate to the rights granted and assigned in this Agreement;
 - 7.1.4 The Services and Deliverables rendered do not contain libelous matters, nor do they directly or indirectly infringe any publicity, privacy or intellectual property rights of a third party.

8.0 LIABILITY

- 8.1 Leaf agrees to perform the Services in a professional manner and as otherwise set forth in this Agreement. Client is solely responsible for assuring itself that the Services and resulting Deliverables are satisfactory. Leaf's obligation under this Agreement is to furnish Client with trained and skilled personnel to work under the direction of Client toward the completion of any Work Orders.

- 8.2 THE FOREGOING IS IN LIEU OF ALL EXPRESS OR IMPLIED WARRANTIES OF ANY TYPE OR DESCRIPTION, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER LEAF NOR ITS EMPLOYEES WILL BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BENEFITS WHICH MAY ARISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF LEAF HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ASSUMES COMPLETE RESPONSIBILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON INFORMATION OBTAINED USING THE DELIVERABLES. Leaf's liability to Client for any cause whatsoever, and regardless of the form of action (including negligence), arising out of, resulting from, or in any way connected with the performance of this Agreement, shall in no event exceed the amounts actually paid by Client to Leaf for defective Services provided by Leaf under this Agreement in the prior twelve (12) month period.

9.0 TERM AND TERMINATION

- 9.1 This Agreement begins on the date of Client's signature and will continue until terminated by either party as provided in this Section.
- 9.2 Either party may terminate this Agreement, without cause, with ninety (90) days written notice.
- 9.3 Either party may terminate this Agreement for the other's material breach by providing the breaching party with written notice that describes the breach. The termination will become effective forty-five (45) days after receipt of the notice, unless the breach is cured within that 45-day period. However, if the breach (other than a breach for failure to deliver a Deliverable or Service) by its nature cannot be remedied in forty-five (45) days, but can be remedied in a reasonable time thereafter, the breaching party will take reasonable and diligent steps to remedy it, notify the other party of the action plan, progress towards completion and complete such remedial action promptly. In such event, the notice period will be suspended while the breaching party takes these actions. In addition, in the event any invoice remains unpaid more than five (5) days past the due date, Leaf may terminate this Agreement and/or any Work Order issued hereunder upon seven (7) days written notice to Client, unless the breach is cured with the 7-day notice period.
- 9.4 The obligations of the parties under Sections 5, 6, 7, 8, 10, 11, 12 and 13 shall survive and continue after any termination of this Agreement.

10.0 CONFIDENTIAL INFORMATION

- 10.1 The parties agree that all information exchanged under this Agreement will be deemed non-confidential, unless it is clearly designated as confidential by the disclosing party, provided, however, all Deliverables are deemed confidential information of Client. In addition, Leaf will not provide Client with any information which may be considered confidential information of any third party. The parties agree to hold the disclosing party's confidential information in strict confidence and to take all reasonable precautions to protect such confidential information, including, without limitation, using the same degree of care, as the receiving party uses to protect its own confidential information of a similar nature, but not less than reasonable degree of care.
- 10.2 Each party agrees that it will not disclose to any third party any Confidential Information belonging to the other without the other party's prior written consent. Each party further agrees that it will use reasonable efforts to maintain the confidentiality of all such information of the other party to prevent the unauthorized disclosure of any Confidential Information by its clients, customers, employees, subcontractors, or representatives. Each party agrees that it will only use Confidential Information belonging to the other for the purposes of this Agreement and not for any other purpose.
- 10.3 Before performing any Services under this Agreement, Leaf shall have Employee sign a Client "Confidentiality and Works Agreement" which obligates the Employee to: (a) not disclose, either

directly or indirectly, any confidential information, knowledge or data of Client's that Employee may obtain during the course of this work; and (b) not use or reveal any confidential information, knowledge or data acquired by Employee in previous assignments or employment.

11.0 POST-PLACEMENT HIRING

- 11.1 Client agrees that during the duration of the Services rendered, and for a period of twelve (12) months after the completion or termination of this Agreement, Client will not directly or indirectly solicit for employment any Leaf Employee without the express written consent of Leaf.
- 11.2 Client may request that Leaf waive the provisions of Section 11.1 to allow Client to employ or engage the services of an Employee, either directly or indirectly. Client acknowledges and agrees that Leaf, at its sole discretion, has the right to accept or refuse Client's request to employ or engage the services of Employee. If Leaf has accepted Client's request to engage the Employee, and Employee agrees to work for the Client, then Client shall pay an amount equal to the greater of \$100,000 or 100% of the annual salary Leaf is paying to Employee at the time of Employee's departure from Leaf. Such payment is due to Leaf within ten (10) days of Employee commencing employment with Client.

12.0 COORDINATORS AND NOTICES

- 12.1 Any notice required or permitted to be made by either party to this Agreement must be in writing. Notices are effective when received by the appropriate Contract Coordinator as demonstrated by reliable written confirmation (for example, certified mail return receipt, common courier tracking information, email with confirmation, or facsimile receipt confirmation sheet).
- 12.2 A party will provide written notice to the other when its Contractor Coordinator specified at the beginning of this Agreement changes.

13.0 GENERAL

- 13.1 **Freedom of Action.** This Agreement is nonexclusive in nature and does not in any manner establish an exclusive arrangement between the parties. Subject to the confidentiality provisions of Section 10, each party may design, develop, manufacture, acquire, or market competitive products and services and conduct its business in whatever way it chooses.
- 13.2 **Reliance.** Neither party relies on any promises, inducements or representations made by the other regarding any future business dealings. This Agreement accurately states the parties' agreement.
- 13.3 **Compliance with Applicable Laws.** Each party will comply with all applicable laws and regulations at its expense, including, to the extent applicable, Executive Order 11246 on Equal Employment Opportunity, as amended. This also includes all applicable government export and import laws and regulations.
- 13.4 **Gifts or Gratuities.** Neither party will make or offer any gifts or gratuities of any type to the other party's employees or families.
- 13.5 **Order of Precedence.** If there is a conflict among the terms of this Agreement and its attached Work Orders, the terms of this Agreement prevail over those of the Work Orders, unless the parties expressly indicate in a Work Order that particular terms therein prevail. Terms contained in Client's work orders, purchase orders, order acknowledgments or similar documents, if any, are void.
- 13.6 **Headings.** The headings of this Agreement are for reference only. They do not affect the meaning or interpretation of this Agreement.
- 13.7 **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument.

- 13.8 **Amendment and Waivers.** For a change to this Agreement to be valid, both parties must sign a document memorializing the change. No approval, consent or waiver will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.
- 13.9 **Severability.** If any provisions of this Agreement are unenforceable at law, the rest of the provisions remain in effect.
- 13.10 **Dispute Resolution.** Both parties will act in good faith to resolve disputes prior to instituting litigation. Each party hereby waives its rights to a jury trial in any resulting litigation.
- 13.11 **Assignment.** Leaf may not assign, or otherwise transfer its rights or delegate any of its duties or obligations under this Agreement without Client's prior written consent. Any attempt to do so is void. Upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder.
- 13.12 **Governing Law.** This Agreement will be governed by and construed in accordance with the substantive law of the State of Indiana, applicable to contracts executed in and performed entirely within that State and without regard for any State's choice of law provisions to the contrary. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Any and all actions arising under this Agreement shall be exclusively filed and exclusively maintained in the State or Federal courts situated in Marion County, Indiana and the parties hereby consent to the exclusive jurisdiction and exclusive venue of such courts and irrevocably waive all objections thereto.
- 13.13 **Force Majeure.** Leaf shall not be responsible for any failure to perform due to causes beyond its control, including, but not limited to, fires, floods, earthquakes, power outages, explosions, accidents, acts of public enemies, wars, rebellions, insurrections, sabotage, epidemics, quarantine restrictions, labor disputes, labor shortages, transportation embargoes or failures or delays in transportation by third parties, inability to secure raw materials or machinery for the manufacture of products, acts of God, acts of any government or any agency thereof, and judicial actions.

Search

ID Type **FEIN** ▼

ID **35-1711771**

Name Format **Unformatted** **Individual**

Unformatted Name **LEAF SOFTWARE SOLUTIONS, INC.**

Results

✔ The taxpayer is in good standing.

Search



INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT
10 N. SENATE AVE. SE 202
INDIANAPOLIS, IN 46204-2277

CONFIDENTIAL RECORD PURSUANT TO IC 4-1-6, IC 22-4-19-6



TCRT06011

couplink
unemployment programs

2023-12-15T08:15:53.288-05:00

LEAF SOFTWARE SOLUTIONS INC
14300 CLAY TERRACE BLVD STE 200
CARMEL IN 46032-3636

Re: FEIN: 351711771

Dear Requestor;

This letter is in response to your request for a Letter of Good Standing from the Indiana Department of Workforce Development.

The FEIN is current for Unemployment Insurance taxes through the 4th quarter of 2023. Therefore, a Letter of Good Standing is issued.

Please note this is not a personal liability clearance in accordance with Indiana Code 22-4-32-23.

Should you have any questions regarding this matter please contact the department at (800) 891-6499 option 2.

Sincerely,

UI Collections



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224406

351711771

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