

## Transfer of Software Ownership Rights

### Recitals:

1. The State of Utah ("State") and Utah Interactive, L.L.C. ("UI") have a contract for outsourced portal services, together with amendments from time to time, collectively known as State contract number PD-1068 ("Contract"), which grants the State certain software license rights in software that UI either builds and or brings to the State, that is deployed in furtherance of the State's enterprise portal known as [www.Utah.gov](http://www.Utah.gov);
2. The Contract permits time-plus-materials work to be performed by UI on behalf of agencies of State on a compensated basis different than that under which UI is compensated for its portal services, but which carries the same software rights for the parties;
3. UI performed time-plus-materials work for the Department of Health ("DOH") of the State and produced the following software applications: Children's Health Insurance Program (CHIP) Application, CHIP Renewal, Primary Care Network (PCN) Application and CHIP/PCN Administrative System ("Applications");
4. However, DOH has subsequently represented to UI that the funding used by DOH to pay for such work instead of portal resources, was from a federal grant, pursuant to which DOH is required to have ownership of the Application, instead of license rights;
5. UI has removed any of its pre-made software components and other elements of its software "toolbox" that are its protected intellectual property from the Applications. Further UI has determined that the Applications are likely to be only used in Utah and not useable in other state portals or elsewhere by UI;
6. UI is willing to make a one-time exception to the software rights for which it bargained under the Contract, in order to assist State and DOH, and in furtherance of being a good partner to them both;
7. UI will transfer a copy of the source code for the Applications, save for proprietary information, to State by July 23, 2004 .

### Now Therefore:

Dependent upon the representations and determinations recorded in the above recitals being true, and as an accommodation to the State, both of which constitute good and valuable consideration to and for UI, UI hereby transfers, assigns, and conveys its "ownership rights" in and to the source code of the Applications, in the code's condition as of July 19, 2004 , "as is" and without warranty. This transfer is not intended to serve as precedent for the transfer of any other ownership rights in or to UI software to the State.

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Utah Interactive Inc. and the State of Utah

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Signed

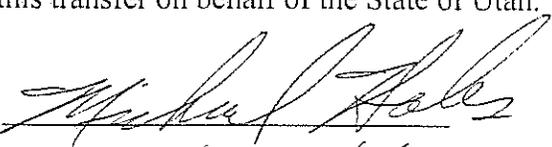
  
Amy Sawyer  
President, Utah Interactive, L.L.C.

Date

7/22/04

This Transfer of Software Ownership Rights is accepted by the State this 21<sup>st</sup>  
day of July, 2004. I hereby certify and represent that I have the authority to  
accept this transfer on behalf of the State of Utah.

Signed



Print Name:

Michael Hales

Title:

Director, Office of Children's Insurance and  
Access Initiatives