



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # **D**
 CONTRACT # **PD-1068**
 Original Starting Date: **05/17/99**
 Expiration Date : **05/06/07**

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and
Utah Interactive
 (Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: **05/06/09**
 Effective Date of Amendment: **10/30/06**
 Potential Renewal Options Remaining: **none**

The contract is amended to:
Exercise final renewal option and to add Second Amendment to Attachment B (see attachment).

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	—		
Sales Contact	—		
Quarterly Report Contact	—		

All other terms and conditions in the original contract remain the same.
 IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Carrie Gott 10-31-06
 Contractor's Signature Date

Douglas G. Richins 10/31/06
 Douglas G. Richins, Director Date
 State of Utah Division of Purchasing

CARRIE GOTT
 Contractor's Name (Print)

General Manager
 Title (Print)

Jared Gardner

Purchasing Agent	Phone #	e-mail	Fax #
Jared Gardner	801-538-3342	jaredgardner@utah.gov	801-538-3882

CONTRACT PD-1068

SECOND AMENDMENT TO ATTACHMENT B

This Second Amendment to Attachment B of the Contract between Utah Interactive, LLC ("UI") and the State of Utah (the "State"), State Contract number PD-1068 (the "Contract") is dated this 31st day of October 2006 and is hereby amended by mutual agreement of the parties as follows:

The term "Contract" as referred to here includes all changes incorporated by previous amendment. The following modified and added terms and conditions are made a part of the Contract effective on the date it is signed by UI and the State ("Second Amendment Commencement Date").

In the event of any inconsistencies between the terms and conditions contained in the Contract and the terms and conditions contained in the Amendment regarding the Portal or ancillary services, the terms and conditions contained in the Amendment shall control.

UI and the State agree as follows:

1. Under Section 2 of the Contract, the term of the Contract is renewed for an additional two year period through May 6, 2009.
2. UI shall notify the Office of the Chief Information Officer for the State of Utah (the "CIO's office") of any successful unauthorized electronic access to Portal operations lying within UI's control, which results in the compromise of personal information or of any UI portal defacement ("security incident"), within two (2) business hours of verification of the same. The notice shall contain information available to UI at the time of the notification, to aid the CIO's office in examining the matter. More complete and detailed information will be provided to the above-referenced party as it becomes available to UI. For security reasons, the disclosure from UI to the CIO's office as contemplated in this Contract may include information specifically designated as "confidential" and shall be treated by the CIO's office as such. UI and the CIO's office shall cooperate with each other in any public disclosures related to any such successful unauthorized access.

"Personal information" means a person's first name or first initial and last name, combined with any one or more of the following data elements relating to that person when either the name or date is unencrypted or not protected by another method that renders the data unreadable or unusable:

- (i) Social Security number;
- (ii) (A) financial account number, or credit or debit card number; and
(B) any required security code, access code, or password that would permit access to the person's account; or
- (iii) driver license number or state identification card number.

"Personal information" does not include information regardless of its source, contained in federal, state, or local government records or in widely distributed media that are lawfully made available to the general public.

3. UI will procure an annual network security assessment by an independent security company of its choosing to determine the integrity and security of UI's Network from attacks and intrusions, and the integrity and security of UI's personal information data storage. UI shall provide the State its plan for

correcting or remedying any significant security vulnerabilities identified as a result of the security assessment within sixty (60) days following UI's receipt of the security assessment report. For security reasons, the disclosure from UI to the State as contemplated in this Contract may include information specifically designated as "confidential" and shall be treated by the State as such.

4. On a quarterly basis, UI will provide the State with a certificate from a third party security scanning company certified by the Payment Card Industry demonstrating UI's compliance with the Payment Card Industry's Data Security Standards.

5. UI and the State agree to develop a mutually agreeable plan to move UI's redundant data center from ViaWest in Denver, Colorado to the State's disaster recovery site in Richfield, Utah.

6. UI and the State agree to develop a mutually agreeable security incident response plan for the portal regarding "security incidents" as defined in this Agreement, and to review such plan no less often than annually for updating.

6. All other terms and conditions in the Contract, not amended above, will remain in effect.

7. Contractor agrees to draft for mutual consideration, during the renewal term, and to the extent that such mechanisms do not already exist in the renewed contract a mutually agreeable report regarding: (a) allocation of portal resources to demonstrate that reasonable activity reporting is occurring, that the portal's activity does not conflict with the state's strategic direction, and that a mechanism exists to record the state's reasonable expectations for delivery of projects performed by the portal; (b) a plan for incorporating DTS' mutually agreeable processes for deploying projects, to the extent applicable to portal development; (c) a plan for permitting DTS to review product technical specifications for portal projects; and (d) a mutually agreeable plan for service response time.

IN WITNESS WHEREOF, the parties having read and understood the foregoing sections of the Contract as Amended including all documents and exhibits incorporated therein by reference, expressly agree to these terms and conditions as evidenced by their respective dated signatures.