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*Service Level Agreement*

*Service Level Agreement*  
*for*  
*Electronic Transaction and Access*  
*to*  
*Utah State Insurance Department*

THIS SERVICE LEVEL AGREEMENT (SLA) is made and entered into this \_\_\_ day of \_\_\_\_\_, 1999, by and between the Utah State Insurance Department (hereinafter "UID") and E-Utah (hereinafter "the Network") as an initiative of the State of Utah, to be approved by the Utah Electronic Commerce Council (hereinafter "the Board") under the authority of the Utah Chief Information Officer, upon the following premises:

**RECITALS**

WHEREAS, the State of Utah has entered into that certain Contract for Network Manager Services (hereinafter, "Master Contract") with Utah Interactive, Inc., a for-profit Utah corporation (hereinafter "Network Manager"), to provide electronic access to public records and transactions through a gateway network (hereinafter "the Network"); and

WHEREAS, pursuant to the Master Contract, the Network Manager is to negotiate an agreement with data-providing state governmental agencies for the provision of such agencies' public records while protecting and securing from unauthorized and inappropriate access to non-public government records;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the parties agree as follows:

**AGREEMENTS**

**SECTION 1: Statement of Purpose.**

The purpose of this agreement is to define circumstances and responsibilities relating to providing on-line electronic access and, if applicable, transactions at UID's discretion through the Network to certain Non-Confidential Records maintained in electronic form, or which will in the future be maintained in electronic form, by the UID.

**SECTION 2: Term of Agreement.**

This Agreement shall be in full force and effect for a period of time equal to that of the Master Contract between the State and UII, together with any extensions thereto (consistent with the Board capabilities as allowed under Utah State contract No. PD 1068) after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided in this Agreement, except that at either party's option, this Agreement may be terminated at any time after the original term of the Master Contract, upon thirty (30) days' advance written notice to the other party. Termination at any time during the original term of this agreement may be granted upon UID's appearance before the Board explaining the rationale and reason for the Network service termination without cause and the Board's recommendation of the same. Within 30 days of the Board recommendation of UID's termination request for convenience, the State will provide written notice

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to both the Network and the UID establishing the effective date of the Network service termination. Absent this action, this Agreement remains effective.

SECTION 3: Definition of Terms.

- a. Data records - information maintained in electronic form for communication or processing.
- b. Network users - individuals or organizations who use the Network for computer assisted research, information retrieval and electronic transactions.
- c. Agency division(s) - a UID section or unit serviced by the UID's internal computer section, and whose data files are available to other sections or units of the UID, and sometimes to other agencies besides the UID.
- d. Public Record(s) - a record that is not private, controlled, or protected and that is not exempt from disclosure.
- e. Non-Confidential Records - Public Records and such Private records as the division director may authorize. Such to be outlined in an Schedule A to this agreement.
- f. Application - the development of one particular database of Non-Confidential Records on the Network or the Software Bridge to one particular database of Non-Confidential Records stored elsewhere for information lookup or one particular electronic transaction for gathering data or processing requests from the public (such as filings or permit applications) and the user interface to allow public access and/or interaction with the same on-line.
- g. Transaction - the electronic filing or gathering or dissemination of data by an agency for a governmental purpose.
- h. "Premium services" means those services or information that are made available in such a way that they have commercial value or add convenience to the user.

SECTION 4: Utah UID Responsibilities.

The UID will:

- a. Oversee the timely and effective performance of this Agreement from the UID's perspective, and assist the Network in resolving constructively any problems thereunder and any new issues that arise in connection therewith.
- b. Provide reasonable levels of support to any UID central data or computer department or service, and to any UID Agency division(s), in placing on-line with the Network, UID non-confidential records as mutually agreed between the UID and the Network, with due regard to the workload and priorities of the Network, and with due regard to the desires and needs of users of, and subscribers to, the Network.
- c. Direct the central UID data or computer department or service to perform as follows:
  - i. When requested by the Network, help in interpreting the agency's Non-Confidential Record data for users or subscribers to the Network, provide a point of contact for such interpretation; provide advice on display screen designs

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when consulted, and cooperate with the Network in placing onto the Network, UID Non-Confidential Records as mutually agreed between UID and the Network, with due regard to the workload and priorities of the Network, and with due regard to the desires and needs of users of, and subscribers to, the Network.

ii. Provide computer access for the Network to UID Non-Confidential Records as permitted by UID, subject to interruption of service pursuant to SECTION 9, by an acceptable method, such as by electronic transmission, by disk, by email, or by some other acceptable method.

iii. Provide reasonable response time of on-line electronic inquiry within limitations of the UID system resources and budget constraints.

iv. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on UID's end of the system, provide reasonable fixes or repairs consistent with the UID's operational priorities.

v. Have final control and responsibility for security authorization of the Network (in cooperation with any agency division(s)) in granting access to its data to the Network (the Network users will not directly access the UID system; it is only the Network host that accesses the system or transactions).

d. Direct the UID Agency division(s) to perform as follows:

i. When requested by the Network, help in interpreting the Non-Confidential Record data for users or subscribers of the Network; provide a point of contact within the agency for such interpretation; provide advice on display screen designs when consulted; and cooperate with the Network in placing Non-Confidential Records onto the Network as permitted by the UID, but only if desired by the Network users or subscribers. The UID may also volunteer such assistance to the Network at the UID's initiative.

ii. In the absence of a central UID data or computer department or service, perform those duties and responsibilities outlined in subparagraph c. of this SECTION 4.

e. Assist the Network in determining the information from the UID necessary to comply with the cost recovery portions of the Utah Public Records law as necessary.

f. To cooperate in establishing with the Network a recommendation to the Board of a reasonable charge for any access or transaction for which the same is appropriate.

SECTION 5: Network Responsibilities.

The Network agrees:

a. To recognize that authorized on-line access or transactions provides no right to possession or ownership of UID data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to UID's data records.

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- c. To provide all equipment, software, and supplies necessary to establish electronic access to UID Non-Confidential Records.
- d. To abide by the UID's administrative regulations which may now be in force or effect or which may in the future become effective.
- e. To recognize there is no express or implied ownership of the UID's equipment by the payment of any fee or charge to the UID.
- f. In the event of for-a-charge access to any UID Non-Confidential Records or transactions, if any, to prepare and submit to the Utah UID a monthly statement accurately reflecting usage associated with same, and if any portion is payable to the UID by statute, to bill, collect and remit the same monthly along with the statement, in accordance with the standard terms of the Master Contract.
- g. To keep such records as are required to document usage associated with providing access to UID's Non-Confidential Records and to provide the UID access to these usage records at reasonable times for auditing purposes if so requested by the UID.
- h. To cooperate with the UID and its agency division(s) in placing data records onto the Network as permitted by the UID but only if desired by the Network users or subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of Non-Confidential Record desired, and only to the extent of reasonable Network resources.
- i. To recommend to the UID and the Board priorities for development and revision of agency applications, and to periodically reexamine the priority assigned as may be necessary, and to work diligently to accomplish each agency application in accordance with the relative priority among all agency applications.
- j. To lead the process of determining such premium service applications in order to provide resources to develop, maintain, manage, operate and expand the network, including conducting market research, and to develop, in cooperation with the UID, a recommendation to the Board on which services to provide including proposed data access charges.

**SECTION 6: Illegal Provisions.**

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

**SECTION 7: Termination for Cause.**

At the UID's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

- a. The Network's allowance of unauthorized access prohibited by this Agreement.
- b. The Network's material breach of any term, provisions or condition of this Agreement.

At the option of the Network and subject to review and concurrence by the Board, a particular service application may be terminated if there is insufficient interest demonstrated by the Network users or subscribers in it; and this Agreement or a particular service may be terminated immediately for a

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continuing failure of the UID to keep fresh and updated in accordance with the schedule between the Network and the UID, the information to which electronic access is furnished by the Network.

**SECTION 8: UID Copyright and Content Non-Supervision Acknowledgment.**

The UID represents to the Network that the content materials furnished to the Network by the UID for electronic access on the Network do not violate any third party's copyright rights under federal law. Further, the UID acknowledges that the Network exercised no control, censorship, or direction over the content of the UID's Non-Confidential Records or the links the UID may request to other non-Network sites which may be made available on the Network.

**SECTION 9: Interruption of Service.**

The UID shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, the UID shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of the UID, its agents or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside which could not have been prevented with regular maintenance.

**SECTION 10: Assignment.**

This agreement may not be assigned by the Network without the prior written consent of the UID and any such assignment of this Agreement without such permission shall be null and void.

**SECTION 11: Notices.**

All notices shall be in writing and shall be directed to the parties to this agreement as shown below or by electronic means mutually agreed to by the parties:

To the Board:                      Mr. Alan C. Sherwood  
Chair, Utah Electronic Commerce Council  
116 State Capitol  
Salt Lake City, Utah 84114

To the Network:                      Richard L Brown  
Network General Manager  
Utah Interactive, Inc.  
Post Office Box 3266  
Salt Lake City, Utah 84110

To UID:

**SECTION 12: Data Records to be Accessed.**

The Non-Confidential Records and transactions to be accessed under this Agreement are as follows:

- a. Those listed on the attached Schedule A.

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b. Such others as may in the future be mutually agreed between the UID and the Network by executing a Schedule A Addendum.

SECTION 13: Electronic Commerce with the State.

In addition to developing applications which will permit electronic access to UID Non-Confidential Records, the Network and the UID will cooperate in exploring ways in which it may be possible to further develop applications which will permit electronic filing of documents and electronic communications and other transactions from the Network users or subscribers with the UID, with the goal of developing such applications as may be appropriate, with due regard for any limitations or constraints upon either entity.

SECTION 14: UID Access to Records from Other State Agencies with a Fee.

The UID is able to access free-of-charge all state information on the Network for which an electronic access charge is associated, if the UID has Internet access. The UID acknowledges that neither the Board nor the Network governs Internet access for state agencies. For information from other state agencies which is available on the Network and for which an electronic access charge is associated, the UID acknowledges and agrees that such access is governed by Board policy. That policy currently provides that an agency may obtain an agency account with the Network to obtain for-charge electronic access to records from other agencies without charge, PROVIDED that such records are accessed for internal agency use only, and that such records are neither resold nor furnished by the UID outside its agency.

SECTION 15: Construction.

This Agreement shall be construed in accordance with the laws of the State of Utah.

SECTION 16: Paragraph headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 17: Total agreement.

This agreement constitutes the complete and exclusive statement of the agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral agreement or representation shall bind neither the UID nor the Network.

SECTION 18: Incorporation of Clauses from Master Contract.

To the extent relevant, those clauses found in the Contract For Network Manager's Services (hereinafter the Master Contract) dated May 7, 1999 by and between Utah Interactive, Inc., and the State of Utah, are incorporated herein by reference as though fully set out. Any provision in this agreement found to be in conflict with the Master Contract shall be resolved in favor of the contract.

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement the day and year first above written, on the separate signature page attached hereto:

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Utah UID

By *M. Stewart*

Date 11/23/99

The Network

By *[Signature]*  
Richard L. Brown, General Manager

Date 12/25/99

The Board

By *[Signature]*  
Alan Sherwood, Chair

Date 12/14/99

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**SCHEDULE A SUMMARY**

Initial Electronic Access and Transaction Projects

<u>Agency/Project/ Priority</u>	<u>Statutory Fee*</u>	<u>the Network EA Charge**</u>	<u>Total</u>
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(\*if any)

(\*\*subject to the State approval)

## MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (this "Agreement") is dated as of February 5, 2002 between UTAH INTERACTIVE, INC., a Utah Corporation, and INNOVATIVE IT SOLUTIONS, INC., a Delaware Corporation.

UTAH INTERACTIVE INC. and INNOVATIVE IT SOLUTIONS, INC. intend to enter into discussions regarding a potential business relationship. In order to more fully evaluate such relationship, the parties desire to exchange information concerning their businesses, products and services, including information, which is proprietary, confidential, or trade secret. As a condition to being furnished such information, each party agrees to the following.

1. Confidential Information. As used in this Agreement, "Confidential Information" means any information of either party, tangible matter or tangible thing that is connected with its business or the business of any subsidiary or affiliate company, whether of a technical, business or other nature (including, without limitation, trade secrets, inventions, data, concepts, devices, designs, software, internet portal architecture, governmental portal architecture, flow charts, documentation, processes, plans for product/service development, analyses, compilations, research, test data, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, finances and other business affairs), that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"). The term Confidential Information encompasses any of the foregoing, however it is disclosed or communicated, including both written and oral disclosures, and viewing or evaluating operations, products or processes while visiting a facility. Confidential Information of each party includes proprietary and confidential of such party, its parent and subsidiaries or affiliates, whether disclosed directly by such party or through its parent, subsidiary or affiliate organizations.
2. Use of Confidential Information. The Receiving Party, except as expressly provided in this Agreement, will not disclose any Confidential Information of the Disclosing Party to anyone without the Disclosing Party's prior written consent. The Receiving Party will not use, or permit others to use, Confidential Information for any purpose other than the Business Purpose. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information.
3. Exceptions. The term "Confidential Information" does not include, and the restrictions of Section 2 will not apply to any information that (i) is or becomes generally available to the public without breach of this Agreement; (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party without an obligation of confidentiality; (iii) is rightfully received from a third party who did not acquire or disclose such information by a wrongful or tortuous act; or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information of the Disclosing Party.
4. Receiving Party Personnel. The Receiving Party will restrict the possession, access and use of Confidential Information to its authorized directors, officers, employees and agents ("Personnel") who have a need to know Confidential Information in connection with the Business Purpose. The Receiving Party's Personnel will have access only to the Confidential Information they need for such purpose. The Receiving Party will ensure that its Personnel comply with this Agreement.
5. Disclosures to Governmental Entities. If the Receiving Party becomes legally obligated to disclose Confidential Information by any governmental entity with jurisdiction over it, the Receiving Party will give the Disclosing Party prompt written notice sufficient to allow the Disclosing Party to seek a protective order or other appropriate remedy. The Receiving Party will cooperate with the Disclosing Party's efforts to quash, modify or challenge the required disclosure, and to disclose only such information as is legally required.

6. Ownership of Confidential Information. All Confidential Information will remain the exclusive property of the Disclosing Party, and the Receiving Party will have no rights, by license or otherwise, to use or to disclose the Confidential Information except as expressly provided herein. Either party in its sole discretion may refuse to disclose, may defer disclosure, or may require the Receiving Party to agree to additional limitations prior to disclosure of Confidential Information. Neither party makes any warrant, express or implied, with respect to its Confidential Information.

7. Return of Confidential Information. The Receiving Party promptly will return all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon the earlier of (i) the completion or termination of the Business Purpose, or (ii) the Disclosing Party's written request. Each party's obligations with respect to the other party's Confidential Information will survive completion or termination of the dealings between the parties for a period of ten years.

8. Nonsolicitation. Each party agrees not to, directly or indirectly, solicit, or encourage others to solicit the employment of, or employ any of the other's employees, or the employees of its subsidiaries who have been involved in the Business Purpose for a period of one year from the date of completion or termination of the Business Purpose. For the purposes of this Section 8, the term "employee" includes any individual who has been employed by such party during the six-month period prior to the completion or termination of the Business Purpose.

9. Media Releases. All media releases and public announcements or disclosures by either party relating to this Agreement, its subject matter or the Business Purpose shall be coordinated with and approved by the other party in writing prior to the release thereof, which approval shall not be unreasonably withheld or delayed, and further provided, that this provision shall not prevent public releases or disclosures which a party reasonably believes are required by law.

10. Injunctive Relief. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation or threatened violation of this Agreement. The Disclosing Party shall be paid attorneys fees in the event it prevails in any action to enforce this Agreement against the Receiving Party.

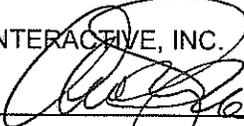
11. Limited Relationship. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other. The parties expressly agree that the provisions of this Agreement and the disclosure of Confidential Information shall not prevent either party from pursuing similar discussions with third parties or obligate either party to continue discussion with the other or to take, continue or forego any actions relating to the Business Purpose.

12. Governing Law; Etc. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective legal representatives, successors and assigns of the parties hereto. This Agreement will be governed by internal laws of the State of Utah, without reference to its choice of law rules, and may be executed in counterpart copies. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Notices required by this Agreement shall be given in hand or sent by first class mail to the applicable address set forth in Exhibit A. This

Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties.

The parties have executed this Agreement on the date first written above.

UTAH INTERACTIVE, INC.

By: 

Name: Amy Sawyer

Title: General Manager

Date: 3/25/02

INNOVATIVE IT SOLUTIONS, INC.

By: 

Name: Ken Lang

Title: President

Date: March 20, 2002