

# TexasOnline 2.0 Master Agreement

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Between

**The State of Texas, acting by and through  
the Texas Department of Information Resources**

*and*

**Texas NICUSA, LLC**

## **Exhibit Q Source Code Escrow**

July 31, 2009

## Exhibit Q Source Code Escrow

Contents of *Exhibit Q Source Code Escrow* follow:

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### Article I. Introduction

- (a) "Source Code" means, with respect to the most recent version of all DIR Software modified or updated by Vendor and Vendor Proprietary Software (excluding Third Party Software) necessary for the operation of TexasOnline 2.0, a human-readable statement of such Vendor Proprietary Software, and, to the extent available: user documentation and program maintenance documentation for such Vendor Proprietary Software, including, to the extent available, flow charts, schematics, and annotations which comprise the precoding detailed design specifications for such Vendor Proprietary Software, together with all configurations, settings, compiler switches, library routines and files, data files, templates and the like necessary for creating the executable code form of such Vendor Proprietary Software, all in a form suitable for reproduction by computer and photocopy equipment, and all Vendor Proprietary Software necessary to convert such source code into the executable code form of such Vendor Proprietary Software.
- (b) During the term of the Master Agreement, Vendor will place a copy of the Source Code and related documentation in escrow with a neutral third party (the "Escrow Agent") to be mutually chosen by Vendor and DIR under the terms of an escrow agreement satisfactory to the DIR, Vendor, and the Escrow Agent ("Source Code Escrow Agreement").
- (c) Any such escrow shall be governed by and subject to the terms and conditions appearing in the escrow agreement attached hereto as *Attachment Q-1 Source Code Escrow Agreement*, as such escrow agreement may be modified by the parties to such escrow agreement.
- (d) The frequency of the Source Code Escrow deposits and procedures will be documented in *Attachment H-1 Policies and Procedure Manual*.

### Article II. Contractual Principles

- (a) *Attachment Q-1 Source Code Escrow Agreement* is the template for the Source Code Escrow Agreement between the Vendor and DIR.
- (b) The Parties will execute a Source Code Escrow Agreement, no later than November 15, 2009, which will be effective when signed by authorized representatives of Vendor, DIR

and the Escrow Agent. The executed Source Code Agreement will replace the template as *Attachment Q-1*.

### Article III. Documents Referenced in *Exhibit Q Source Code Escrow*

#### Section 3.01 *Attachments to Exhibit Q*

(a) The following attachments are incorporated as part of *Exhibit Q Source Code Escrow*:

**Table 1: Exhibit Q Source Code Escrow Attachments**

Title	Description and Contents
<i>Attachment Q-1 Source Code Escrow Agreement</i>	Separate Third Party Escrow Agreement

#### Section 3.02 *Exhibit Q Associated Plans and Timelines*

(a) No plans and timelines are associated with *Exhibit Q Source Code Escrow*.

#### Section 3.03 *Other Referenced Documents in Exhibit Q*

(a) The following documents have been referenced in *Exhibit Q Source Code Escrow*:

**Table 2: Other Referenced Documents**

Title	Description and Contents
<i>Attachment H-1 Policies and Procedures Manual</i>	<p>The <i>TexasOnline 2.0 Policies and Procedures Manual</i> (PPM) attachment provides a detailed description of the TexasOnline 2.0 governance structure. The PPM defines the following:</p> <ul style="list-style-type: none"> <li>• DIR roles and responsibilities</li> <li>• Vendor roles and responsibilities</li> <li>• Function, authority, responsibility, membership, reports, and meeting frequency of all governance committees and teams</li> <li>• Governance policies</li> <li>• Governance processes</li> </ul>