

## PROFESSIONAL SERVICES CONTRACT

**Contract # EDS A27-26-007**

This Contract ("Contract"), entered into by and between the **Indiana Secretary of State (the "State")** and **MTX Group 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 goods and services relative to this Contract:

Indiana Secretary of State Critical Enterprise Application Development and Modernization Auto Dealer Services Division as detailed in **Attachment A**, subject to performance terms and conditions detailed in **Attachment B**.

**2. Consideration.** The Contractor will be paid for professional services on an as-needed basis at rates detailed in **Attachment A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **Nine Hundred Forty Thousand Five Hundred Dollars (\$940,500.00)**.

**3. Term.** This Contract shall be effective for a period of 12 months. It shall commence on **August 1, 2025** and shall remain in effect through **July 31, 2026**.

**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 reasonable 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 acts or conditions beyond such party's reasonable control, including, but not limited to, 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

*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](mailto: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](mailto: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](http://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 \$5,000,000 in the aggregate.

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

## 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.]~~

~~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.~~

~~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](http://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, commercial courier service, or hand delivery, to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Jerold A. Bonnet, General Counsel  
Office of the Indiana Secretary of State  
200 W. Washington St. Room 201  
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**Dax Nobel, Chief Executive Officer**  
**MTX Group Inc.**  
**6303 Cowboys Way, Suite 400**  
**Frisco, TX 75034**

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 RFP or RFQ if any, (4) Contractor's response to State's RFP or RFQ 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. However, 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 13, 16, 19, 26, 28, 32 and 51.

**51. Limitation of Liability.** In no event shall either party be liable to the other for any exemplary, punitive, consequential, special, indirect, or incidental damages under this agreement. To the maximum extent permitted by law, Contractor's total liability for all claims under this contract shall not exceed the total amount paid to Contractor under this Agreement.

**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.

**MTX Group Inc. [Contractor]**By: Dastagir Nobel, Chief Executive Officer

Name and Title, Printed

Date: 08/06/2025**Indiana Secretary of State [Indiana Agency]**By:   
Jerold A. Bonnet, Deputy Secretary of StateDate: 8-13-25

## Attachment B

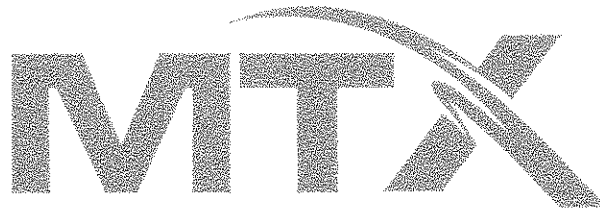
### Performance Terms and Conditions

Pursuant to Indiana Code 5-37.5 "Fiscal Integrity and Contract Accountability" Vendor agrees to the following:

1. **Independent Assessment.** At the discretion of the State, Contractor's complete and timely delivery of goods and services will be subject to assessment of deficiency pursuant to requirements in Attachment A, including time of delivery, completeness, and functionality, by RSM US LLP, the State's independent contract review contractor.
2. **Assessment Deficiencies.** Notice of deficiencies in complete and timely delivery of goods and services will be communicated to Contractor in writing by the State within 5 business days of receipt by the State.
3. **Response, resolution or correction.** Upon receipt of notice of deficiency in timely, complete, and functional delivery of goods and services, Contractor will have 5 business days to provide a satisfactory response to the assessment of deficiencies, and a plan of resolution if applicable. Contractor will have 30 days from the date of notice of a deficiency to correct or otherwise resolve the deficiency to the satisfaction of the State.
4. **Assessment of Liquidated Damages.** Any deficiency not resolved to the satisfaction of the State within 30 days of notice may be subject to full or partial suspension of payment and assessment of Liquidated Damages in addition to any remedies under the Contract. The State may suspend payment for any goods or services under this contract assessed as being deficient for a period not to exceed 120 days. The State may assess and deduct as liquidated damages an amount equal to 5% per month of invoiced amounts for goods or services assessed as being deficient, which remain unresolved after 30 days notice, up to a total maximum of 15%. Payment for all or part of an invoice for which payment has been suspended due to assessment of deficiency will be made promptly upon resolution of the deficiency.



ATTACHMENT A



**MTX Group Inc.**

6303 Cowboys Way #400,

Frisco, TX 75034, United States

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**Indiana Secretary of State - Critical Enterprise  
Application Development and Modernization - ADSD  
Proposal ID: SOS-26-004-A  
Statement of Work**

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**(July 2025)**

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6303 Cowboys Way #400, Frisco,  
TX 75034, United States

July 6, 2025

Indiana Secretary of State

Critical Enterprise Application Development and Modernization - ADSD

Proposal ID: SOS-26-004-A

Dear Robert Fulk:

MTX Group Inc. (hereinafter "MTX") is pleased to submit our response to Proposal ID: SOS-26-004-A from the Indiana Secretary of State for Critical Enterprise Application Development and Modernization - ADSD.

Our experienced team is committed to delivering a thorough and actionable assessment by engaging stakeholders, benchmarking best practices, and developing strategic recommendations tailored specifically to the Indiana Secretary of State's goals and operational values.

Enclosed you will find our detailed proposal addressing the required evaluation criteria, scope of services, and a clear cost estimate.

MTX certifies that the proposal is a valid and binding offer and that our signatory is authorized to sign the proposal.

**In case of any clarifications regarding our response, please reach out to the below contact:**

David J. Roybal

RVP, Client Partner

MTX Group, Inc.

Address: 6303 Cowboys Way #400, Frisco, TX 75034

Telephone No. (505) 920-9517

Primary Email: [David.Roybal@mtxb2b.com](mailto:David.Roybal@mtxb2b.com)

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Dastagir Nobel". The signature is fluid and cursive, with the first name "Dastagir" and last name "Nobel" clearly distinguishable.

Dastagir Nobel

Founder and Chief Executive Officer

MTX Group (MTX) is a global technology consulting firm dedicated to facilitating digital transformation for organizations worldwide. Specializing in leveraging data as the cornerstone of modernization, MTX empowers businesses to align their long-term strategies with outcomes focused on enhancing happiness, health, and economic prosperity.

MTX recognizes that the Indiana Secretary of State (SOS) is undertaking a modernization initiative for its Auto Dealer Services Division (ADSD) systems, with the objective of enhancing user experience, optimizing operational efficiency, implementing automation, and generating improved data insights through the adoption of cloud-native architecture.

To expedite development and ensure efficient delivery, MTX will subcontract with mavQ. This collaboration will allow us to leverage mavQ's library of pre-built "Microservices Accelerators." These accelerators are designed to streamline the implementation of common microservice patterns and functionalities, significantly reducing development time and enhancing the overall quality and consistency of the solution. In addition, mavQ brings a plethora of AI/automation features, some of which will be used in this implementation to reduce the workload of the back-end workers. mavQ will grant Indiana SOS a world-wide, paid in full and perpetual license to the architecture accelerator with uncompiled and unobfuscated source-code for the purposes of this application, and implementation.

#### Project Goals:

The project will deliver a significantly improved user experience, streamlined operational workflows, enhanced data insights, and a modernized, cloud-native system architecture, leading to greater efficiency and security for the Indiana SOS.

**Enhance User Experience (UX):** Implement a user-centered design informed by comprehensive CX research, leveraging finalized information architecture, wireframes, branding, style guides, and CSS/screen designs to optimize the interface layer for ADSD.

**Improve Employee Experience (EX) and Functionality:** Streamline internal processes and enhance system functionality to improve the employee experience and operational efficiency.

**Automate Processes:** Integrate intelligent automation (e.g., AI) to optimize workflows and reduce manual effort.

**Strengthen Application Stability and Security:** Implement robust security measures and stabilize the application to ensure reliable and secure operations.

**Modernize Inter-Agency Integrations:** Upgrade connections to other agencies using modern API and AWS integration services to facilitate seamless data exchange.

**Enhance Corporate Filer Integrations:** Provide improved API integrations to simplify and streamline processes for corporate filers.

**Implement Advanced Data Dashboards and Insights:** Develop comprehensive data dashboards and analytics capabilities to provide actionable insights into key processes.

**Modernize System Architecture and Deployment:** Employ infrastructure-as-code (IaC) tools (e.g., Terraform) to modernize system architecture and deployment processes.

**Professionalize System Deployments and Environments:** Implement CI/CD pipelines to standardize and automate system deployments and environment management.

**Transition to Cloud-Native Architecture:** Migrate the application to a cloud-native architecture, leveraging services like Lambda, serverless computing, containerization, and microservices to enhance scalability, resilience, and agility.

## 1. Scope

### Auto Dealer Services Division Modernization

MTX proposes to enhance the Indiana Secretary of State's Auto Dealer Services Division's (ADSD) ability to effectively regulate the auto industry, ensure compliance, and protect consumers; this modernization project will implement a robust, cloud-native platform. By streamlining licensing processes, automating compliance checks, and improving surety bond management, MTX will empower the ADSD to uphold ethical business practices and enforce regulations with greater efficiency. This modernized system will also optimize the management of on-demand plates, dealer licenses, and other essential services, ensuring a seamless and secure experience for both dealers and the public.

This modernization will establish ADSD to streamline the experience for Auto Dealer services throughout Indiana with a focus on:

- Updating Plates On-Demand system for high availability and efficiency
- Design easy to use interactive form flows
- Improve tracking for transactions and issues
- Utilize AI for uploading, scanning, and verifying documents
- Improve training and educational resources
- Provide help that prioritizes interactions with real people
- Improve SSO and user role permissions
- Address issues with custom VPS payment application
- Design a mobile-friendly experience
- Create an accessible content strategy for ADSD

The Scope of this project is intended to reach a minimal viable product (MVP) within the timeline proposed herein. The MVP is to include the following tasks and components defined below:

Epic	Components
User Experience (UX) and User Interface (UI) modernization	<ul style="list-style-type: none"><li>● Redesign Home Page and Navigation<ul style="list-style-type: none"><li>○ Modernize the layout and navigation for improved usability</li><li>○ Implement responsive design for mobile compatibility</li></ul></li><li>● Streamlined Dealer Business Registration Process<ul style="list-style-type: none"><li>○ Simplify the registration forms and workflows</li><li>○ Provide clear instructions and real-time validation</li></ul></li></ul>

Epic	Components
	<ul style="list-style-type: none"> <li>● Improved Search and Information Retrieval <ul style="list-style-type: none"> <li>○ Implement a search engine for easy access to information</li> <li>○ Enhance the display of search results</li> </ul> </li> <li>● Enhance user experience and interface</li> <li>● MTX will work with IN: SOS third party Digital Blink. Our team will work in close collaboration with Digital Blink to implement the UI/UX designs and specifications that they provide.</li> </ul>
Licensing and Application Modernization	<ul style="list-style-type: none"> <li>● Online Licensing Application System <ul style="list-style-type: none"> <li>○ Develop a user-friendly online application portal for all dealer licenses</li> <li>○ Implement digital document submission and tracking</li> </ul> </li> <li>● License Renewal and Management <ul style="list-style-type: none"> <li>○ Create an online system for license renewals and updates</li> <li>○ Automate notifications and reminders for dealers</li> </ul> </li> <li>● Security Bond Management <ul style="list-style-type: none"> <li>○ Integrate online surety bond submission and verification</li> <li>○ Provide real-time bond status updates</li> </ul> </li> </ul>
Compliance and Regulatory Information Modernization	<ul style="list-style-type: none"> <li>● Digital Regulatory Library <ul style="list-style-type: none"> <li>○ Create a searchable online repository of all relevant laws, regulations, and guidelines</li> <li>○ Implement version control and update notifications</li> </ul> </li> <li>● Online Compliance Reporting <ul style="list-style-type: none"> <li>○ Develop a system for online submission of compliance reports</li> <li>○ Provide clear instructions and templates</li> </ul> </li> <li>● Automate Compliance Checks where possible</li> </ul>
Dealer Services and Resource Modernization	<ul style="list-style-type: none"> <li>● Online Plate Management <ul style="list-style-type: none"> <li>○ Implement an online system for managing Plates on Demand</li> <li>○ Provide real-time inventory tracking</li> </ul> </li> <li>● Dealer Resource Center <ul style="list-style-type: none"> <li>○ Create a centralized resource center with FAQs, tutorials, and forms</li> <li>○ Implement a searchable knowledge base</li> </ul> </li> </ul>



Epic	Components
Public Information and Transparency Modernization	<ul style="list-style-type: none"> <li>● Online dealer license management</li> <li>● Searchable Dealers Database <ul style="list-style-type: none"> <li>○ Develop a public-facing database of licensed dealers</li> <li>○ Implement search filters and mapping functionality</li> </ul> </li> <li>● Consumer Protection Information <ul style="list-style-type: none"> <li>○ Create a dedicated section for consumer protection information</li> <li>○ Provide resources for filing complaints</li> </ul> </li> </ul>
System Architecture and Infrastructure Modernization	<ul style="list-style-type: none"> <li>● Cloud native migration <ul style="list-style-type: none"> <li>○ Migrate the website and applications to a cloud native architecture</li> <li>○ Implement containerization and orchestration</li> </ul> </li> <li>● API Development and Integration <ul style="list-style-type: none"> <li>○ Develop APIs for integrating with related state systems</li> <li>○ Ensure secure data exchange</li> </ul> </li> <li>● CI/CD Pipeline <ul style="list-style-type: none"> <li>○ Implement a CI/CD pipeline for automated deployments</li> </ul> </li> </ul>
Security Modernization	<ul style="list-style-type: none"> <li>● Enhanced Authentication and Authorization <ul style="list-style-type: none"> <li>○ Implement secure user authentication and access controls</li> <li>○ Multi factor authentication</li> </ul> </li> <li>● Data Encryption and Security <ul style="list-style-type: none"> <li>○ Encrypt sensitive data at rest and in transit</li> <li>○ Implement security best practices</li> </ul> </li> </ul>

### Microservices Modernization - For ADSD

mavQ will leverage a library of pre-built “Microservices Accelerators” that would assist in building the Data Layer APIs and reverse-engineer the existing tightly coupled modules - rebuilding the current backend API modules into simplified micro-services based modules that will encapsulate the complex business logic. mavQ will also provide Document AI Services headlessly to migrate the current document database to AWS S3 and provide headless AI models for document automation.

mavQ will build the back-end application built on the AWS tech stack. It will function as the primary system for ADSD administrators to execute their day-to-day operations. Developed from the ground up, it will be designed to address current inefficiencies and meet specific business requirements, enabling comprehensive management of data across the core processes.

Epic	Components	Assumptions
System, Infrastructure and API Modernization	<ul style="list-style-type: none"> <li>● Infrastructure as a Code               <ul style="list-style-type: none"> <li>○ Implement Terraform for environment and infrastructure management</li> </ul> </li> <li>● Cloud Native Migration               <ul style="list-style-type: none"> <li>○ Migrate the platform to a cloud native architecture</li> <li>○ Implement containerization and orchestration</li> </ul> </li> <li>● Modernize Computing Implementation               <ul style="list-style-type: none"> <li>○ Utilize container orchestration services such as AWS EKS for core application microservices.</li> <li>○ AWS provided serverless compute services such as AWS Lambda for specific functions for integrations</li> </ul> </li> <li>● API Development and Integration:               <ul style="list-style-type: none"> <li>○ Develop and implement APIs on cloud native architecture for seamless integration with other systems</li> <li>○ APIs would be modernized for the supporting the required business functions for ADSD</li> </ul> </li> <li>● Batch Processing               <ul style="list-style-type: none"> <li>○ AWS Batch would be used for scheduling and running background jobs</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Existing .Net Core MVC based architecture would be modernized into a Spring Boot based micro services architecture</li> <li>● AI-Assisted tools would be provided and used to extract deep business logic from legacy code</li> <li>● AWS Infrastructure and Managed Services would be leveraged for scalable, high-performance workloads</li> <li>● Service Layer APIs would be rebuilt to will replace legacy business logics</li> <li>● Mock APIs would be developed to parallelize UI development for faster delivery</li> </ul>
Database Modernization	<ul style="list-style-type: none"> <li>● Data Modernization               <ul style="list-style-type: none"> <li>○ Migrate existing SQL databases to AWS managed databases</li> <li>○ Migrate stored procedures from the database layer to specific microservice that supports the business function</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Existing Data Model will be reused on the modernized database</li> <li>● AWS Database Migration Service (AWS DMS) will be used to perform migration</li> </ul>
Observability and	<ul style="list-style-type: none"> <li>● CI/CD Pipeline</li> </ul>	<ul style="list-style-type: none"> <li>● Implementation of CI/CD</li> </ul>

CI/CD	<ul style="list-style-type: none"> <li>○ Implement a CI/CD pipeline for automated deployments</li> <li>○ Ensure version control and rollback capabilities</li> <li>● Observability <ul style="list-style-type: none"> <li>○ Implement observability stack to provide infrastructure and application performance metrics and insights</li> </ul> </li> </ul>	<p>and version control based using ArgoCD, Helm and GitLab</p> <ul style="list-style-type: none"> <li>● Observability stack would be developed on a combination of open source and cloud-native tools such as Prometheus, Grafana and AWS Cloudwatch</li> </ul>
Security Modernization	<ul style="list-style-type: none"> <li>● Enhanced Authentication and Authorization <ul style="list-style-type: none"> <li>○ Implement multi-factor authentication</li> <li>○ Role-based access control</li> </ul> </li> <li>● Data Encryption and Security <ul style="list-style-type: none"> <li>○ Encrypt sensitive data at rest and in transit</li> <li>○ Implement security best practices for data storage and transmission</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Integration with Indiana SOS's preferred Identity Provider for SSO</li> <li>● AWS managed services would be utilized for maximum data encryption and security</li> <li>● Vulnerability Assessment and Penetration Testing Reports would be provided to Indiana SOS before system go-live</li> <li>● Vulnerability Assessments and Penetration Testing will be conducted by a third party audit</li> </ul>
Document AI Automation	<ul style="list-style-type: none"> <li>● mavQ Document AI services for simplifying business processes involving documents <ul style="list-style-type: none"> <li>○ Document Classification</li> <li>○ Document Extraction</li> <li>○ Document Redaction</li> <li>○ Document Barcode Scanner</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Document AI services would be provided headlessly and easily consumable via APIs in the modernized system architecture</li> <li>● Up to 20 document types will be supported by mavQ Document AI services</li> </ul>
Document Scanning	<ul style="list-style-type: none"> <li>● Batch scanning of physical documents using a bulk document scanning module for document ingestion</li> </ul>	<ul style="list-style-type: none"> <li>● Bulk scanned documents would be stored in AWS S3</li> <li>● Document scanning will be run off mavQ</li> </ul>

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## 2. Deliverables

Deliverable	Description
Responsive UI Implementation	<ul style="list-style-type: none"> <li>• A fully functional and tested user interface that adapts seamlessly to various screen sizes (desktop, tablet, mobile).</li> <li>• Ensures WCAG 2.1 accessibility compliance</li> <li>• All designs based on Fignas provided by third party vendor</li> </ul>
Cloud native Dealer Registration Module	<ul style="list-style-type: none"> <li>• Deployed and tested microservices, UI/UX for Dealer registration functionality <ul style="list-style-type: none"> <li>○ Reference Exhibit B for modules and components included in scope for ADSD</li> </ul> </li> </ul>
Online Filing and Document Management System	<ul style="list-style-type: none"> <li>• A secure and functional system for online document filing, storage, and retrieval</li> </ul>
Enhanced Dealer Management Features	<ul style="list-style-type: none"> <li>• Modernize the implemented features for managing dealer entity information, including any implemented notifications and reminders in the legacy system</li> </ul>
External API Integration(s)	<ul style="list-style-type: none"> <li>• Set up and configure the headless content management system (CMS) provided by IN SOS for managing content and static files. Integrate CMS with UI/UX ADSD components as required.</li> <li>• AWS Pinpoint (email/SMS) will be configured for outbound triggered notifications based on database and schedule event triggers. Inbound reply events will be automated to complete transactions.</li> <li>• AWS Batch configuration and orchestration scripts to manage background processing jobs for large data workloads</li> <li>• Develop and test APIs for integrating IN SOS systems using AWS</li> </ul>

	<p>managed services and infrastructure.</p> <ul style="list-style-type: none"> <li>• Create a reusable integration framework to facilitate future API developments.</li> <li>• Conduct testing sessions, including User Acceptance Testing (UAT) and post-deployment validations.</li> <li>• Documentation to be stored within ADO for IN SOS technical teams to support platform maintenance.</li> </ul>
IN SOS Hosted Public API	<ul style="list-style-type: none"> <li>• Internal state agencies can query ADSD through a single API. Use of OIT Mulesoft Anypoint instance to host API is assumed in scope. <ul style="list-style-type: none"> <li>◦ Other state agencies are responsible for their own integration upgrades, which will require them to make necessary modifications to their existing integration points.</li> </ul> </li> <li>• External partners will have a single API available through AWS gateway with Access Indiana credential access managed by IN SOS</li> </ul>
Data Analytics Platform	<ul style="list-style-type: none"> <li>• Deployed and configured data analytics platform for IN SOS development of data visualization and analytic capabilities. <ul style="list-style-type: none"> <li>◦ Option 1: Configure and replicate Postgres data using Amazon Redshift zero copy ETL approach.</li> <li>◦ Option 2: Replicate Postgres data to another data warehouse platform such as Google Big Query</li> <li>◦ Configure generic relational views of common database entities for business self service reporting and dashboarding</li> <li>◦ Create up to 10 generic report templates using Amazon Quicksite for further self service report creation by IN SOS</li> </ul> </li> </ul>
Cloud native infrastructure deployment & CI/CD Pipeline Implementation	<ul style="list-style-type: none"> <li>• Fully functional CI/CD pipeline for automated deployments and releases <ul style="list-style-type: none"> <li>◦ Includes pipeline documentation</li> </ul> </li> <li>• Deployed and configured cloud native infrastructure <ul style="list-style-type: none"> <li>◦ Includes infrastructure as code configurations</li> </ul> </li> </ul>
Data Encryption and Security Implementation	<ul style="list-style-type: none"> <li>• Implemented data encryption at rest and in transit <ul style="list-style-type: none"> <li>◦ Includes security policy documentation</li> </ul> </li> </ul>
Employee Experience (EX) Modernization	<ul style="list-style-type: none"> <li>• Internal tool enhancements with improved functionality</li> <li>• Implemented automated workflows</li> <li>• Improved internal search</li> </ul>

Batch Processing Framework	<ul style="list-style-type: none"> <li>• AWS Batch configuration and orchestration scripts to manage background processing jobs for large data workloads</li> </ul>
Cloud-Native Microservices Architecture Documentation	<ul style="list-style-type: none"> <li>• Detailed documentation outlining the architecture and components for the modernized microservices-based architecture on AWS will be stored in ADO</li> </ul>
Microservices Source Code Repository	<ul style="list-style-type: none"> <li>• Fully documented and version-controlled source code repository of the modernized Spring Boot microservices and serverless functions with unit tests and code quality checks.</li> </ul>
Observability Stack Implementation	<ul style="list-style-type: none"> <li>• Deployment and configuration of monitoring and alerting tools including Prometheus, Grafana, and AWS CloudWatch with dashboards and alerting rules.</li> </ul>
Payment Processing	<ul style="list-style-type: none"> <li>• Refactoring of the payment processing and tracking of related accounting functions for all payments via state approved merchant processing provider (e.g., Catalis)</li> </ul>
Document AI	<ul style="list-style-type: none"> <li>• Automated business processes for ADSD involving documents with mavQ's headless APIs for Document Classification, Extraction, Redaction and Barcode Scanner</li> </ul>
Batch Scanning	<ul style="list-style-type: none"> <li>• Batch scanning component in the modernized architecture for bulk physical documents stored in AWS S3 Storage</li> </ul>

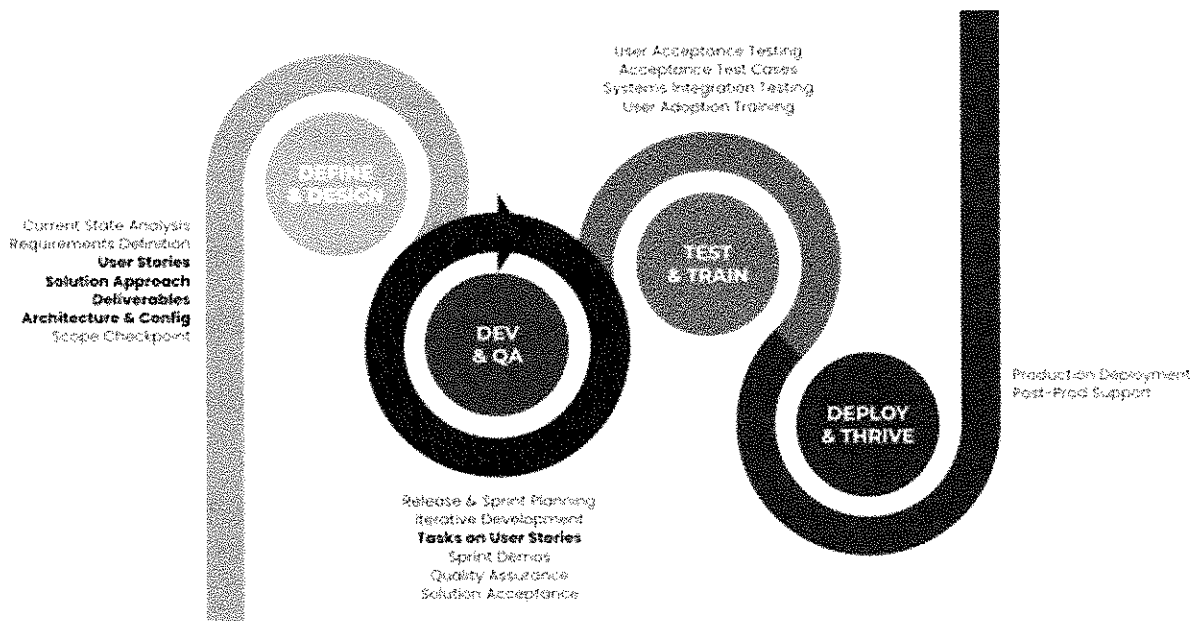


Internal ADSD Portal	<ul style="list-style-type: none"> <li>• The internal ADSD portal will be rebuilt without incorporating any modifications to the existing UI/UX design.</li> <li>• Enhance customer relationship features including capturing key contact interactions (email, phone calls, walk-ups).</li> <li>• This solution will integrate an in-app guidance tool (e.g., WalkMe)</li> </ul>
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### 3. Project Approach

Our selected development methodology for the project is a hybrid Agile-Scrum approach. This method blends the best of iterative and predictive approaches to enable a creative process that anticipates the need for flexibility and applies a level of pragmatism while reducing risk. This hybrid Agile methodology brings the following benefits to the project:

- Shortens design, analysis, and planning, but lets you define project time frames including budget and time of delivery.
- Enhances collaboration between business users and the technology implementation team.
- Encourages early and frequent communication on the software development project, while facilitating detailed requirements on gathering, analysis, design, and documentation.
- Supports development of an extensive set of project deliverables, in accordance with established software documentation standards.
- Helps maintain compliance with software development standards.



Hybrid onshore-offshore staffing model

MTX leverages a proven hybrid onshore-offshore staffing model. This approach not only ensures cost-effectiveness but also enhances the delivery of the program. The strategic use of offshore

resources, under specific conditions, can contribute to substantial savings while maintaining data security and compliance.

To ensure the integrity and security of data, the following conditions will be strictly adhered to:

- Data will never leave the United States.
- Offshore resources will have no access to production data or production environments at any time.

By utilizing a blended team of onshore and offshore resources, Indiana SOS can benefit from around-the-clock productivity, resulting in more efficient timelines and reduced costs. This model leverages the strengths of both onshore and offshore teams, ensuring that project goals are met with optimal efficiency and cost savings.

#### Scrum Agile Framework

The Scrum framework is known for its empirical approach to product development. It emphasizes transparency, inspection, and adaptation. Scrum teams work in short, time-boxed iterations, or Sprints, which allow for frequent feedback and adaptation to changing requirements. Some key principles of Scrum include:

- **Self-organization:** Scrum teams are cross-functional and self-organizing, meaning they determine how to complete the work without external interference.
- **Visibility:** Transparency is critical. All aspects of the project, from the product backlog to the progress of work during a Sprint, should be visible to all team members and stakeholders.
- **Collaboration:** Scrum promotes collaboration among team members and encourages open communication to solve problems and deliver value.
- **Empiricism:** Scrum is built on the three pillars of transparency, inspection, and adaptation. The framework thrives on frequent inspection and adaptation to improve the product and the process continually.

The Scrum Agile Framework allows MTX project managers and project teams to work together and perform sprints quickly and efficiently. Below are the key elements of the MTX Scrum framework:

- **Roles:**
  - **Product Owner:** The product owner represents the interests of the stakeholders and is responsible for defining and prioritizing the product backlog.
  - **Scrum Master:** The scrum master is a servant-leader who ensures the Scrum process is followed and helps the team remove impediments.
  - **Development Team:** The development team consists of cross-functional members responsible for delivering the product increment.
- **Artifacts:**
  - **Product Backlog:** A prioritized list of features, user stories, and tasks that need to be completed for the product. It's dynamic and evolves as requirements change.
  - **Sprint Backlog:** A subset of the product backlog items that the team commits to completing within a fixed time frame called a "sprint."
  - **Increment:** The potentially shippable product increment at the end of each sprint. It should be a fully functioning piece of the product.
- **Events:**

- **Sprint:** A time-boxed period (usually 2-4 weeks) during which the development team works to complete items from the sprint backlog.
- **Sprint Planning:** At the start of each sprint, the team plans what they can complete and how they will achieve it.
- **Daily Standup (Daily Scrum):** A short daily meeting where team members discuss what they did, what they plan to do, and any obstacles they're facing.
- **Sprint Review:** At the end of each sprint, the team demonstrates the increment to stakeholders and gathers feedback.
- **Sprint Retrospective:** After the sprint review, the team reflects on what went well and what can be improved in the next sprint.

## Staffing Approach

### **Engagement with current MTX Support team and members**

The Indiana Secretary of State is currently engaged with an MTX project team for a support project. The MTX project team members hold key functional and technical information that is applicable to the scope of this SOW.

MTX PM's, Architects, Business Analysts, and technical leads assigned to the ongoing Indiana SOS engagement will be directly staffed to fill roles on this engagement when appropriate, and full knowledge transfer will be given to team members when required.

### **Security Considerations**

Any consultants with access to production environments and/or data will be US-based and may be subject to background checks. The table below shows the key roles and responsibilities of the anticipated resources that will be assigned to this project.

## Roles and Responsibilities Matrix

Resources	Responsibilities	US Based	Available Onsite
Project Manager	Oversees implementation projects from initiation to closure, manages project timelines, budgets, resources, and stakeholders, and ensures successful delivery of projects within scope.	Yes	Yes
Business Analyst	Gathers and analyzes business requirements, translates them into functionalities, creates user stories, conducts informal train the trainer, and provides ongoing support and optimization recommendations.	Yes	Travel when necessary
Business Architect (BA)	Designs end-to-end solutions, including system architecture, integration with external systems, data modeling, security design, and scalability planning.	Yes	Travel when necessary
Technical Lead	Provides strategic guidance and advisory services to optimize implementations, assists in defining business requirements, recommends best practices, and helps with system architecture and design.	Yes	Travel when necessary
Developer	Focuses on developing components, web components, and pages to create modern and user-friendly interfaces within the solution.	No	No
Integrations Developer	Specializes in integrating with other systems and applications, including ERP systems, marketing automation platforms, customer service tools, and data warehouses, using APIs, middleware, and integration tools	No	No
Security Tester	Identify, assess, and mitigate security vulnerabilities throughout a project's lifecycle by conducting security testing, ensuring compliance with security standards, reviewing code and configurations, and collaborating with teams to secure the solution's infrastructure, applications, and integrations.	No	No
Performance Tester	Evaluate and optimize system performance by conducting load, stress, and scalability testing, analyzing response times, resource usage, and bottlenecks, and collaborating with teams to ensure the system meets performance benchmarks and scales efficiently under expected and peak loads.	No	No
Accessibility Tester	Ensures the solution meets accessibility standards by evaluating user interfaces, conducting tests for compliance with guidelines like WCAG, identifying barriers for users with disabilities, and collaborating with teams to improve usability and inclusivity for all users.	No	No

## Katie Kaupke, Lead Consultant

MTX Group Inc | Indianapolis, Indiana, United States

### Professional Summary

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Skilled Business Analyst with over a decade of experience in the technology industry, with a focus on process improvement, infrastructure, and security. Strong communication and collaboration skills with the ability to communicate effectively with technical and non-technical audiences.

### Technical Expertise

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- Process Diagramming
- Data Mapping
- Story Creation
- Cloud Infrastructure Management
- System Administration
- Disaster Recovery Planning
- Incident Response
- System Monitoring
- Reporting

### Project Experience

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**Indiana Secretary of State | Amazon Web Services Support | JUL 2024 - PRESENT**

**Business Analyst - MTX Group Inc.** Responsible for gathering requirements and developing a deep understanding of the business processes required to facilitate a successful transition from on-prem infrastructure to AWS cloud infrastructure. Utilized the following technologies: Amazon Web Services, Azure DevOps, and Microsoft Teams

### Employment History

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**Lead Consultant | MTX Group Inc | JUN 2024 - PRESENT**

Responsible for creating the bridge between clients and the development team to synthesize Salesforce facilitation development stories and create a solution. Able to simplify complex business requirements into incremental changes to ensure continuous progress.

**DevSecOps Manager | Engineered Innovation Group | JUN 2023 - JUN 2024**

Responsible for evaluating the security posture of cloud infrastructure and providing support to ensure successful support of compliance standards such as HIPAA, NIST, and SOC2. Provided guidance to early-stage start-up clients to create security and compliance roadmaps, baseline security policies, and risk assessments. Represented clients during customer-facing security architecture reviews.

**DevSecOps Architect IV | Empower AI | OCT 2022 - MAY 2023**

Responsible for analyzing cloud infrastructure and deployment pipelines to provide guidance on cost saving and efficiency measures. Supported the successful implementation of CMMI (Capability Maturity Model Integration) for the engineering team.

**Director, Security & Infrastructure | MetaCX (MetaImpact) | APR 2018 - OCT 2022**

Responsible for developing and maintaining cloud infrastructure to support a 24/7/365 data streaming application and ensured all infrastructure and deployments upheld NIST and SOC2 compliance guidelines. Developed and facilitated processes for incident response, disaster recovery, and site reliability monitoring.

**Technical Business Analyst | Appirio, Inc. (Wipro) | JAN 2014 - APR 2018**



Responsible for analyzing processes and gathering requirements to effectively communicate project needs between clients and development teams. Able to support multiple work streams over the life of a project through planning, story development, data mapping, implementation, and testing.

## Education & Certifications

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**Indiana University | Bachelor of Arts, History | 2006**  
Bloomington, Indiana, United States

**Indiana University Purdue University, Indianapolis | Bachelor of Science, Informatics | 2013**  
Indianapolis, Indiana, United States

## Parthasarathi Chandramohan (Partha), Principal Consultant

MTX Group, Inc | Ashburn, Virginia, United States

### Professional Summary

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As a seasoned cloud architect with over 20 years of experience spanning application development, enterprise collaboration, and process and data modeling, I bring deep expertise in designing and implementing scalable, cloud-native solutions. Proficient in both Waterfall and Agile SDLC methodologies, I leverage exceptional communication and leadership skills to guide cross-functional teams in adopting best practices, solving complex architectural challenges, and consistently delivering on project milestones. Committed to fostering a culture of innovation and operational excellence, I have a proven track record of driving successful, transformative outcomes in cloud strategy and deployment.

### Technical Expertise

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- **Amazon Web Services (AWS):** In-depth experience as a Systems Development Engineer at AWS, including optimizing core systems and automating infrastructure tasks, resulting in a 50% productivity improvement.
    - Designed a decision engine matrix for real-time fraud remediation, saving significant engineering hours and enhancing operational efficiency.
    - Led the development of a large-scale testing platform for telecom services, ensuring scalability and maintaining 99.999% availability.
    - Delivered a self-service API module for regulatory compliance, reducing customer dependency on support teams.
  - **Advanced Problem-Solving:** Proven ability to troubleshoot and resolve complex system issues, leveraging deep technical knowledge and innovative thinking to deliver impactful solutions under pressure.
  - **Infrastructure Automation:** Expertise in implementing CI/CD pipelines and automating infrastructure using Terraform, AWS Cloud Development Kit (CDK), and other frameworks to create deployment workflows, ensuring secure and scalable infrastructure while enhancing deployment speed and reliability across complex environments.
  - **Operational Excellence:** Developed disaster recovery strategies and business continuity plans, ensuring system resilience and uninterrupted service delivery.

### Project Experience

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**NYS Board of Elections (NYSBOE) | Cloud Migration and Infrastructure Modernization Project | NOV 2024 - PRESENT**

**Principal Consultant - MTX Group Inc.** AWS Infrastructure Expertise: Designed and implemented scalable cloud architecture for the migration of NYSBOE's elections database and data warehouse to AWS GovCloud, ensuring compliance with federal security and regulatory standards. Automation and Cost Optimization:

Automated infrastructure provisioning and resource management using Terraform integrated with CI/CD pipelines, ensuring compliance, cost-efficiency, and rapid deployment of cloud resources. Disaster Recovery and Business Continuity: Developed and implemented disaster recovery strategies and business continuity plans to ensure operational resilience and high availability of mission-critical systems. Operational Excellence: Conducted operational readiness assessments, including system patching, backup/restoration, and security vulnerability management, to ensure seamless transitions and adherence to SLAs. Client Collaboration and Leadership: Led a multidisciplinary team, coordinated with NYSBOE stakeholders, and provided end-to-end technical and strategic consulting to align with organizational objectives and priorities.

## Employment History

### **Systems Architect | Amazon Web Service (AWS) | JAN 2022- DEC 2024**

Joining Amazon Web Services was a thrilling experience becoming a cloud systems architect for the fastest growing Amazon Connect's Telecom Engineering Team. Responsible for optimizing the core business systems and automating repetitive tasks to enhance overall efficiency. Greatest achievement was the automation of remediation tasks for fraud-related issues. Developed a decision engine matrix that could be fed with real-time data to automatically resolve these issues. This not only saved the engineers' time by 50% who were previously checking them manually but also improved overall productivity.

Moreover, while working on automating fraud remediation tasks, was entrusted with designing large-scale testing platforms for telephone numbers in different countries across various regions. The challenge was to ensure that the design met AWS standards for scalability and maintained 99.999% availability. Improved team productivity by 50% by automating repetitive tasks.

The latest project was to design and implement a self service module API for the customers to reduce dependency on the support teams specifically for tasks that deals with telecom regulatory paperwork. These APIs provide a secure way to share the regulatory documents with respective telecom carriers in the served country across the globe.

### **Solutions Architect | AARP | DEC 2015 - JUN 2022**

Excelling as a Solutions Architect, taken on larger projects and collaborated with business units to chart long-term technical roadmaps. Overseen critical projects that have directly resulted in positive business outcomes, earning accolades from various business and project groups. Leading a team of 20 developers, was responsible for optimizing processes to improve member experience and owning and maintaining 24 different applications. Migration to VMWare Tanzu cloud foundry to increase the speed of delivery to market and standardizing runtimes and development frameworks. Designed a middleware layer to integrate Adobe's Audience manager with Salesforce marketing cloud to provide near real-time personalized email engagement. Designed a B2B platform for AARP's staying sharp business to onboard many business partners to provide AARP's brain health product to their employees. Optimized processes to improve member experience, resulting in positive customer sentiment scores. Responsible for owning and maintaining 24 different applications. Executed various projects successfully providing business value. Improved web performance of key applications, resulting in over 9% revenue increase. Received multiple achievement awards. Recognized as a trusted partner from various business and project groups.

### **Java Solutions Architect / Technical Lead / Principal Consultant | Ciber | JUL 2013- DEC 2015**

As the Java Technical Lead on AARP-DSO's application development team, took charge of technical direction, coding standards, code reviews, and team stability to deliver successful projects. Actively assisted the Project & Product team in identifying and prioritizing opportunities for utilizing technology to achieve the goals of the enterprise, consistently employing best practices and a deep understanding of internal and external business issues to enhance products or services. Assist Project & Product team in identifying and prioritizing opportunities for utilizing technology to achieve the goals of the enterprise. Use best practices and knowledge of internal or external business issues to improve products or services. Improved release process and managed on-call rotation. Awarded as High achiever and DSO All star of the month. Provided both hardware and software solutions to display/monitor online registration, join, renew by geography, and overall site traffic. Architected solution for AWS. Designed High volume data read/write store with DynamoDB. Designed throttling for web service calls using ElastiCache. Led migration of complex systems: Web access management to Gigya, Pluck online communities to Lithium, Pluck user comments to Livefyre. Fought against major security breaches. Improved release management process to reduce overall cost per release

**Technical Project Lead | Corepoint Consulting Inc | JUL 2010- JUN 2013**

Experienced Java developer, designed, developed, and tested software applications using cutting-edge J2EE technologies. In my role as a technical consultant on the Enterprise Security team at Marriott International, Bethesda, MD, I was responsible for managing the Secure Distributed proxy application. This critical application is used to encrypt and decrypt CC transactions by generating a proxy number and vice-versa, ensuring that Marriott remains PCI compliant. Working collaboratively with clients, gaining a deep understanding of their requirements and using this insight to provide production support, drive feature development, and provide seamless integration support for other application teams. Dedication and expertise have helped to ensure the security and success of Marriott's enterprise systems. Worked extensively on IBM WAS 6.1, Spring 2.1, Hibernate and Core Java. Worked extensively on Active Directory (AD) to manage individual property access and provisioning certificates for the local systems to access and run payment processes on centralized servers or run them locally in the property in an event of network outage.

**Software Engineer | Association of American Medical Colleges | SEP 2007- JUL 2010**

Utilize Java technologies to develop and design new services and systems. Work with customers to assess business needs, document requirements, design solutions, and create prototypes. Also maintain an existing suite of Web applications. Ongoing project to improve efficiency among multiple platforms by reengineering medical college application systems. Recently assigned lead role. Using Spring framework and Hibernate with Websphere applications server under SO architecture and also used Axis2 for stub generation as well as generating WSDL from java for one of the service prototypes which was developed in WS style. Responsible for ongoing technical and operational support. Apart from developing services, the role is also involved in architecture design of data models and integration strategies. Recent accomplishment includes creating a full working prototype to confirm data model design, integration strategies and phase out mechanism of the legacy system. Reduced operating costs by developing new features to existing application programs, bringing outsourced functions in-house. Used JAXB, spring framework and JMS. Recognized by management for achievement in this project and rewarded with a lead role in the next project. (See above.)

**Software Engineer | Bahwan Cybertek | NOV 2003- SEP 2007**

Design, development and testing of software applications using Java and J2EE technologies. Some roles involved collaboration with clients directly for understanding the requirements. Datalex Integration, Affinion Loyalty Group, Richmond, VA - Worked as technical lead on expense workflow automation development team. Developed core API, including data access. Performed unit tests using JUnit. o Worked extensively on Weblogic Integration platform 8.1, Java, Hibernate and Weblogic 8.1 Device Naming Application (DNA - Dionysus), Harvard University, Boston, MA - The Naming Application generates a name based upon information given to it and an internal algorithm, which ensures the uniqueness and adherence to the established naming standard. Directly involved in understanding the requirements from the end users. Used Java, XML, JSP, Struts, MS Active Directory, Hibernate and Weblogic 8.1. Team Approach 10 (TA10), Target Software, Boston, MA - TA10 is an application that was developed exclusively to cater non-profit organizations to deal with their donors. The application has a very rich client user interface where Ajax is used extensively to provide users an entirely different dimension at web UI. o Involved in developing a custom rules engine and UI. User Java, XML, JSP, Struts, Hibernate, Ajax and Tomcat 5.5. Rules Engine for Branch Transformation System (BTS), BCT, Boston, MA - This is a key component in a smart business solution for the banking industry. The need of business is that it has to provide its customers a value product that would perfectly suit them based on the history and relationship they have with the bank. This is a component, which is designed to serve the purpose of evaluating a set of predefined rules. o Involved in the design of the core rule execution component. Developed rule authoring tool. Used Java, XML, JSP, Oracle 9i, Spring and Jboss 4.0.0

**Education & Certifications**

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**Master of Science in Software Engineering | Periyar University, India | 2003**  
Salem, India

# Kalyan Kankanala, Director

MTX Group Inc | Frisco, Texas, United States

## Professional Summary

Results-driven Delivery Director with over 17 years of experience in integrations and a proven track record of managing large-scale projects. Skilled in driving 100% on-time delivery by building strategic partnerships with state agencies and cross-functional teams.

Expert in leading technology strategy and product delivery, with extensive experience handling a high volume of integration partners (customers/suppliers) in the B2B/EAI ecosystem.

## Technical Expertise

- **Integration Tools:** MuleSoft, webMethods, GXS, Enterprise Gateway, Application Integrator, Inovis, Easylink, OpenText, WTX, Jenkins, GitHub, Workato, Dell Boomi, Informatica
- **CRM Technologies:** Salesforce, Dynamics 365
- **Cloud Technologies:** AWS, GCP, Azure, Docker, Kubernetes
- **ERP Systems:** SAP ECC, SAP XI, Oracle Apps
- **Project Management Tools:** MS Office, QlikView, Jira, Workday, Splunk
- **Support Tools:** Peregrine, Toad, SQL developer, HP QC, Clarity, Heat, Jira, Lotus notes, Nagios, Cacti
- **EDI Document Standards:** EDI X12 850, 855, 856, 810, 997, 211, 215, 832. EDI EDIFACT ORDERS, ORDRSP, DESADV, INVOIC. ROSETTANET 3A4, 3A6, 3B2, 3C3. cXML, xCBL, FlatFiles (fixed length and delimited), IDOCs ORDERS, ORDERSP, INVOIC, SHPADV
- **EDI Messaging Protocols:** AS2, FTP, FTPS, SFTP, HTTP, HTTPS, Web Services (SOAP & REST), EASYLINK and OPENTEXT VAN services.
- **Compliance:** PCI, SOX, TLS, Security compliance, HIPPA, FERPA,
- **Domain & Vertical Knowledge:** Retail (Supply Chain Management), Logistics, Transportation, Health care, Manufacturing, Hospitality, Grant Management, Vaccine Management, Childcare, Licensing, Board of Elections, Commercial and Public sector.

## Project Experience

**Indiana Secretary of State | AWS Support and Modernization | JAN 2022 - OCT 2022**

**Delivery Director - MTX Group Inc.** Responsible for overseeing end-to-end project delivery, ensuring clear and consistent communication with clients to align on project goals, timelines, and expectations. Manages project risks by proactively identifying potential issues, implementing mitigation strategies, and ensuring they are addressed effectively to avoid disruptions. Leads resource management efforts by allocating and optimizing team resources to meet project demands and deadlines efficiently. Serves as the primary liaison for understanding and translating customer requirements into actionable project plans, ensuring that solutions are tailored to meet client objectives and maintain high customer satisfaction throughout the project lifecycle. Utilized the following Technologies: AWS Products, DotNet applications

**Missouri Department of Elementary and Secondary Education | Childcare Data System | MAR 2023 - JAN 2024**

**Integration Architect - MTX Group Inc.** As an Integration Architect designs and oversees the technical solutions connecting systems within the project. Ensured seamless data flow, optimized system interoperability, and enhanced overall process efficiency. This involves assessing requirements, designing integration frameworks, and addressing technical challenges. Worked closely with stakeholders to align solutions with business goals and ensure compliance with standards. Expertise includes data mapping, middleware configuration, and API management. Utilized the following Technologies: MuleSoft gov cloud, Salesforce.

**New York State Office of Children and Family Services | ARPA Grants Management | MAY 2021 - NOV 2021**

**Integration Architect - MTX Group Inc** As an Integration Architect designs and oversees the technical solutions connecting systems within the project. Ensured seamless data flow, optimized system interoperability, and

enhanced overall process efficiency. This involves assessing requirements, designing integration frameworks, and addressing technical challenges. Worked closely with stakeholders to align solutions with business goals and ensure compliance with standards. Expertise includes data mapping, middleware configuration, and API management. Utilized the following Technologies: Salesforce, AWS Cloud

## Employment History

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### **Delivery Director | MTX Group Inc | APR 2024 – PRESENT**

Dynamic Delivery Director with extensive experience overseeing operations across a five-state region, managing over 10 delivery and managed services projects simultaneously. Proven track record of leading a diverse team of 100+ professionals to deliver exceptional results, with a history of 0 failed or escalated projects. Lead delivery operations for multiple projects across a five-state region, ensuring alignment with organizational goals and client expectations. Manage all new and future sales engagements, collaborating with regional teams to drive growth and expand market presence. Provide technical solutions during the sales process, leveraging expertise to enhance client proposals and project feasibility. Serve as the primary point of contact for all delivery-related communications, fostering strong client relationships and ensuring seamless project execution. Implement best practices in project management to maintain a high standard of delivery excellence and client satisfaction. Successfully managed a diverse portfolio of projects, achieving 100% on-time delivery and zero escalations. Developed and mentored a high-performing team, enhancing overall productivity and project outcomes. Strengthened client relationships through proactive communication and effective issue resolution, leading to increased customer loyalty and repeat business.

### **Director of Data & Integrations | MTX Group Inc | MAR 2022 - MAR 2024**

Spearheaded the strategic direction and execution of data management and integration initiatives at MTX Group, driving the successful delivery of innovative solutions to clients. Established strong partnerships with MuleSoft, AWS, Salesforce, Carahsoft, and other third-party vendors, while actively engaging in over 100 Request for Proposal (RFP) processes to contribute accurate Level of Effort (LOE) estimates and valuable insights. Successfully delivered 50+ projects on time and within budget by leveraging expertise in project management, data architecture, and integration methodologies. Managed and led a team of 60+ professionals, fostering a collaborative, high-performing work environment, and overseeing 60+ AWS accounts to meet diverse project needs. Collaborated with MuleSoft on over 20 integration opportunities, mentored team members in areas such as MuleSoft integration, AWS services, project management methodologies, and data migration strategies, and emphasized the importance of work-life balance to ensure both personal well-being and professional excellence.

### **Senior Integration Architect | MTX Group Inc | MAR 2021 – FEB 2022**

Provided support to MTX customers and engagement teams in planning and developing innovative digital products, serving as the technical architect on digital transformation initiatives and collaborating with clients and internal teams. Defined end-to-end systems architecture and design to ensure alignment with business and operational requirements, while developing component, service, and interface definitions, as well as system implementation strategies and operational frameworks. Successfully built and delivered vaccine management solutions, integrating with state systems to transmit health records, and developed solutions for vaccine and grant management, including vendor integration for verification and payment processing. Completed multiple grants management and vaccination projects across various states and counties, while helping to establish gold standards in Integration and AWS domains.

### **Lead Architect | Appirio | MAR 2018 – FEB 2021**

Spearheaded the reengineering and redesign of baseline architecture to align with the new target digital platform, ensuring seamless integration with the CIO's strategic roadmap. Designed application architecture, assessed stakeholder impacts, and conducted thorough risk analyses during migration to the target architecture, successfully migrating 75 applications to the MuleSoft platform. Streamlined processes, resulting in a 2x improvement in business and operational timelines, and optimized workflows to achieve an 80% reduction in customer support tickets. Enhanced design efficiencies led to a 50% reduction in infrastructure power consumption. Oversaw the migration of approximately 250 legacy applications to cutting-edge digital platforms and evaluated technologies to establish an advanced digital platform in North America, leveraging cloud technologies for centralized integration. Enforced industry-standard coding, development, automated testing, and deployment practices, ensuring 100% quality code and timely application delivery. Implemented API-led



architecture with a microservices approach, accelerating business solution delivery by 4x, reducing costs by 2x compared to legacy systems, and improving support processes by 4x.

**Technical Architect & Manager | VWR International Inc | SEP 2014 – JUL 2017**

Worked as a Technical Architect and Manager, overseeing North America's B2B integration systems and managing team members. Interacted with customers, suppliers, freight carriers, banks, and other vendors globally to understand business requirements and provided integration solutions to enable seamless electronic transactions with VWR. Successfully onboarded clients into B2B systems using industry standards, managing 41% of VWR North America's business reliant on these systems. Designed and deployed an automated framework to handle warehouse shipments, reducing labor workload by two-thirds and saving an average of \$40K monthly. Implemented a second-level credit card authentication process, preventing approximately \$1.4M in annual breaches. Decommissioned outdated TLS versions, ciphers, and SHA1 certifications in AS2/HTTP/HTTPS processes to enhance compliance and avoid system breaches. Streamlined business processes and systems, resulting in annual savings of \$300K in server and process maintenance. Upgraded EDI versions from 004010 to 005050 and 006030, while interacting with and supporting approximately 3,000 B2B clients.

**Technical Architect and Consultant | J&J, Wyndham, Fedex, EMC2 | JUL 2006 – AUG 2014**

Developed migration plans in collaboration with 70 affiliates at Johnson & Johnson, successfully migrating approximately 400 B2B systems to webMethods version 9.12. Resolved bugs with the product support team before migration by modifying service code and components for compatibility. Automated test case execution and implemented RESTful APIs for recruitment process outsourcing. Contributed to the migration of Kinkos clients to FedEx enterprise systems by designing the migration landscape and project plan, completing the project on schedule with a team of five. This effort decommissioned Kinkos systems, resulting in significant infrastructure cost savings. Trained team members on new integration technologies and optimized code for improved performance and reduced latency. Served as a Subject Matter Expert (SME) for onshore and offshore teams, managing webMethods integration systems and ensuring secure customer data and transactions. Integrated payment gateway services with vendors like Equifax and TransUnion, handling secure credit card transactions including sale, void, refund, authorization, and settlement. Designed and deployed an Automated Voice System (AVS), reducing customer service call volume by 60%, and implemented data masking and tokenization to comply with industry guidelines, successfully passing external legal audits. Optimized FICO score and credit card authorization calls using caching techniques, reducing transaction costs and enhancing customer satisfaction. Managed a direct development and support team of four, providing 24/7 support with timely incident reporting, status updates, and effective stakeholder communication to ensure a seamless transaction experience. As a Project Engineer and Senior Project Engineer at Wipro, gained extensive experience across multiple clients, contributing to requirements gathering, effort estimation, design, documentation, development, testing, and production support. Key accomplishments included onboarding approximately 7,000 B2B clients into an integration system to automate Customs and Excise processes for the Indian central government, implementing GLN and GTIN compliance per FDA guidelines, expanding business processes through client integrations with EMC, and resolving 2,000 critical issues with detailed root cause analysis and resolution documentation.

**Education & Certifications**

**Master in Science | Birla Institute of Technology and Science | 2010**

Pilani, Rajasthan, India

**Certifications:**

MuleSoft GTM

The Open Group Certified: TOGAF® 9 Certified

The Open Group Certified: TOGAF® 9 Foundation

The Open Group Certified: TOGAF® Standard, Version 9.2

AWS Solution Architect- Associate

MuleSoft Hyper Automation Specialist

MuleSoft Certified Developer - Level 1 (Mule 4)

MuleSoft Certified Platform Architect - Level 1

MuleSoft Certified Integration Architect - Level 1

Salesforce associate

Salesforce AI associate  
Boomi Integration associate

## Abhishek Kumar, Technical Architect

MTX Group, Inc. | Texas, USA

### Professional Summary

Experienced and certified Salesforce Technical Architect with a proven track record of designing, implementing, and optimizing complex Salesforce solutions for diverse industries. Possessing a comprehensive understanding of Salesforce platform capabilities, coupled with proficiency in multiple programming languages and extensive knowledge of integration techniques, He brings a strategic mindset to architecting scalable and efficient solutions tailored to meet specific business needs. Skilled in leading cross-functional teams, managing stakeholder expectations, and driving projects from conception to successful deployment, he is committed to delivering innovative solutions that maximize ROI and drive business growth.

- **Name and level in organization:** Senior Technical Manager
- **Years of total industry experience:** 8 Years
- **Years working for Contractor company (or previous company acquired by Contractor, if applicable):** 3 years (2021 - Present)
- **Proposed role on project:** Technical Architect
- **Geographic location:** Frisco, Texas
- **Experience in the proposed role:** 3 Years
- **Role in the last three projects:** Please see Project Experience section below.
- **Projects that they have worked on with any other proposed team members:** Please see Project Experience section below.
- **Level of experience working with the integrated suite of products proposed by the Contractor:** 3 Years
- **% Dedicated to the project in each phase:** Please see percentage allocations in the attached Staffing Plan.

### Technical Expertise

Apex, Lightning Components(Aura/LWC), SOQL, SOSL, Flows, Javascript, HTML5 & CSS3, Bitbucket, Github, Gitlab, Omnistudio(Vlocity), Omniscript, Integration Procedures, Flexcards, Dataraptors, Tableau, Figma, Balsamiq, Technical Architecture, Solution Design, Data Modeling

### Project Experience

#### MTX Group Inc. | Senior Technical Manager | February 2021 – Present

As a senior technical manager, responsible for technical design and solution that utilizes Salesforce and related technologies to solve business problems across a diverse set of public sector departments. Making sure that the technical and functional teams are following best practices while delivering successful outcomes for our clients. Reviewing the architecture and code written by the team and ensuring that secure and reliable systems are delivered.

#### Role in the last three projects:

#### MO: Professional Licensing Implementation | Enterprise Architect | September 2022- Present

Project is to implement an online customer portal for the Department of Professional Registration for 280 different license types on the Salesforce Public Sector Foundations Platform. This would replace the paper based process currently in use. It would enable the MO DPR staff to review, approve and reject applications in one place and the

system will automatically send notifications to the applicant at each stage of the process. System will be integrated with external applications to enable online payments and long term document storage for compliance purposes. Applicants can self register on the portal to start the process.

The project will also have inspections capability to help field inspectors capture violations and investigation results even when they are offline.

**Responsibilities:**

- Designed the solution for the Department of Professional Registration on PSF(vlocity/omnistudio) to accept online applications for issuing licenses
- Built robust and scalable architecture to account for annual growth in the number of users.
- Created a robust review and approval process using flows, lwc and apex to allow MO DPR to manage everything in one place. They can also schedule inspection visits from the system.
- Integrated the system with JetPay for payment processing, Onbase for long term document storage and Adobe for document generation and 30-35 other interfaces to automate a lot of workflows.
- Enforced best coding practices, dev ops process and documentation to ensure the system is future proof.

**NM DOT Permitting Portal**

Project is to implement an E-Permitting Portal for the Department of Transportation for nine different permit types on the Salesforce PSF Platform. This would replace the paper based process currently in use. It would enable the NMDOT staff to review, approve and reject applications in one place and the system will automatically send notifications to the applicant at each stage of the process. System will be integrated with external applications to enable online payments and long term document storage for compliance purposes. Applicants can self register on the portal to start the process.

**Responsibilities:**

- Designed the solution for the Department of Transportation on PSF(vlocity/omnistudio) to accept online applications for issuing permits
- Utilized LWC and google recaptcha to create a secure self registration portal
- Created a robust review and approval process using flows, lwc and apex to allow NMDOT to manage everything in one place. They can also schedule inspection visits from the system
- Integrated the system with cybersource for payment processing, AWS for long term document storage and ArcGis for maps

**WY: DFS Utilities Assistance Management System**

Project is to implement utilities assistance management for the Department of Family Services to handle online applications for providing utilities assistance. The system allows self registration and creates an account record that is used to store household information. Applicants can apply for assistance in different kinds of utilities such as water, energy and weatherization. DFS staff have the ability to review the application and ask for more information if needed. Once the application is approved, a complex benefits calculation will decide the final amount that will be paid to the applicant. Vendors can login to their portal and see the applications and continue the process.

**Responsibilities:**

- Designed and developed a system on PSF(vlocity/omnistudio) that enables applicants to submit online applications and upload supporting documents
- Created the complex approval process and benefits calculation that enables DFS staff to review applications thoroughly
- Also, implemented portals for vendors to view their customers applications and get paid based on the services rendered to the applicants
- Utilized a lot of omnistudio features along with core salesforce platform to deliver a successful product

- Reviewed the code written by developers to make sure that best practices were followed

**Utilized Technologies:** Salesforce, Salesforce Lightning, Omnistudio, Apex, VF Page, LWC, Experience Cloud

### **NM ECECD Grants Management | Technical Lead**

Project was to implement a grants management system to handle ARPA funds distribution to help child care facilities and professionals working in those facilities. Facilities data was pre-loaded into the system and applicants self registered on the portal. Once logged in, they search for their facility and need to verify via OTP to start the application process. This makes sure that the system is secure from unauthorized applications. NM ECECD staff review the application and initiate the payment process.

#### **Responsibilities:**

- Utilized PSF(vlocity/omnistudio) along with grants management package to build an end to end process from application to payments
- Reviewed the code written by developers to make sure that best practices were followed. Incorporated vlocity best practices to ensure a robust application
- Integrated the system with AWS for sending notifications to applicants at different stages of the process
- Worked on omniscrypt, integration procedures, data raptors and flex cards to solve business problems

**Utilized Technologies:** Salesforce, Salesforce Lightning, Omnistudio, Apex, VF Page, LWC, Aura, Platform Events, Experience Cloud

### **Nevada Vax | Technical Lead**

Project was to help Nevada manage COVID-19 vaccinations. It was later expanded to handle all the vaccinations including flu and monkeypox. Patients can book their appointment from an unauthenticated portal and slots will be blocked based on the vaccine selected. Clinicians can login to the clinic portal and search for appointments. They also have access to all the appointments scheduled for the day. They can manage appointments, inventories and all the vaccine events from one place.

#### **Responsibilities:**

- Worked as a developer to implement multiple features as part of the vaccine management solution
- Gradually stepped up to lead a team of developers to improve the system while delivering many new enhancements
- Upgraded the system to handle all vaccinations and gave the users ability to add any new vaccine without needing any code change
- Implemented marketing cloud for sending notifications to users

**Utilized Technologies:** Salesforce, Salesforce Lightning, Apex, VF Page, LWC, Aura, Platform Events, REST Web Services, HTTP Callouts, Experience Cloud

Ecolab Inc. | Software Engineer | FEB 2020 – JAN 2021

Responsible for technical design and implementation to solve business problems related to B2B commerce. Led vendor code review sessions. Notable Projects include:

#### **Ecolab Connect | Dev Lead**

The project was to streamline the online ordering and support process for customers. It allowed customers to place orders, track their orders, and open cases. Responsibilities included:

- Designed and implemented an application from the ground up to allow sales reps to place orders from the Salesforce app and website for B2B commerce
- Implemented lightning aura components to handle end-to-end ordering process on top of sales cloud and created lightning web components for a lightning community
- Reviewed the code written by junior developers and vendors to make sure that code adhered to the best practices

#### **Deloitte | Business Technology Analyst | APRIL 2018 – FEB 2020**

Responsible for converting requirements into stories and writing the logic to implement solutions to the problems. Notable Projects include:

##### **Global Movie Studio | Salesforce Developer**

The project was to allow the marketing department to manage movie promotion budgets and plan the campaigns in Salesforce. Responsibilities included:

- Implemented frameworks like TriggerHandler and Integration Framework that were reusable and easy to customize
- Leveraged integration framework to implement multiple outbound and inbound integrations using REST
- Used GitHub and Jenkins to implement continuous integration and deployment. Completed multiple production deployments successfully
- Lead requirement gathering sessions with the client and documented the resulting stories on JIRA

#### **Tata Consultancy Services | Assistant Systems Engineer | NOV 2016 – FEB 2018**

Responsible for working on backend code development along with Salesforce configuration. Notable Projects include:

##### **UK Retail Chain | Salesforce Developer**

The project was to streamline the vendor onboarding process and manage the contracts. Responsibilities included:

- Implemented a vendor relationship management system for the client so that they can efficiently manage their procurement from thousands of suppliers
- Worked on test classes, apex triggers, apex classes, and declarative features of the salesforce

#### **Education & Certifications**

**Engineer's Degree, Electrical, Electronics, and Communications Engineering | Gurukula Kangri Vishwavidyalaya | 2012 - 2016**  
Haridwar, Uttarakhand, India

#### **Salesforce Certifications:**

Salesforce Platform Developer 1  
Salesforce Platform Developer 2  
Salesforce Certified Administrator  
Salesforce Certified Platform App Builder  
Salesforce Certified Sales Cloud Consultant  
Salesforce Certified Service Cloud Consultant  
Salesforce Certified Experience Cloud Consultant  
Salesforce Certified Data Architect  
Salesforce Certified Javascript Developer 1  
Salesforce Certified Sharing and Visibility Architect  
Salesforce Certified Application Architect  
Salesforce Certified Omnistudio Consultant



Salesforce Certified Omnistudio Developer

### **AWS Certification**

AWS Certified Cloud Practitioner

## **Jude Voss, Senior Consultant**

MTX Group, Inc | Santa Fe, New Mexico | United States

### **Professional Summary**

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Dynamic leader with a strong track record of successfully leading complex projects across health, government, and emergency management sectors. Expert in leveraging technology, including Salesforce, to enhance project delivery, streamline processes, and ensure stakeholder satisfaction. Proficient in managing budgets, schedules, and team communications to achieve project objectives efficiently.

### **Technical Expertise**

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#### **Salesforce Expertise:**

- 17 years of experience with Salesforce, including 13 years in Sales Cloud and Service Cloud.
- Proficient in workflows, approval processes, and user setup/role hierarchy.
- Experienced in using Data Loader for data management and migration.

#### **Project Management:**

4 years experience with leading multiple projects in the Gov Cloud and Public Sector, focusing on:

- Grant Management
- Professional Licensing
- COVID applications

10 years experience with leading multiple projects in the Sales, Marketing and Service Cloud, focusing on:

- Partner Relationship Management
- Optimizing lead routing and conversion processes
- Driving opportunity management and pipeline visibility
- Enhancing campaign effectiveness and ROI measurement

### **Project Experience**

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#### **Indiana Secretary of State | SOS Securities Modernization | FEB 2025- PRESENT**

**Senior Project Manager - MTX Group Inc.** Overseeing modernization efforts for the SOS Securities Division, leading AWS-based system migrations. Utilized the following technologies: Amazon Web Services (AWS)

#### **State of Iowa | ALIGN | AUG 2024- JAN 2024**

**Senior Consultant - MTX Group Inc.** Overseeing the integration of a new platform for licensing, permitting, and inspections, ensuring a smooth transition from legacy systems. Coordinate cross-functional teams to implement efficient solutions using modern API Mulesoft technologies. Utilized the following technologies: Salesforce

#### **Indiana Secretary of State | AWS Support | MAY 2024- PRESENT**

**Technical Project Manager - MTX Group Inc.** Responsible for supporting and maintaining migrated systems within AWS. Lead a team of skilled AWS specialists to ensure effective discovery, planning, and operational support for INBiz, Business Services Division (BSD), and Auto Dealers Service Division (ADSD) applications, addressing the specific support needs outlined by the Indiana Secretary of State. Utilized the following technologies: Amazon Web Services (AWS)

#### **Missouri Office Of Child Care | Child Care Subsidy Implementation| SEP 2023- OCT 2024**

**Senior Consultant - MTX Group Inc.** Responsible for overseeing the integrations for Missouri's Child Care Assistance Subsidy application and benefit management processes. Coordinate cross-functional teams to deliver

tailored solutions that enhance efficiencies for parents, providers, and state Office of Child Care staff, ensuring accurate and timely delivery of assistance funds. Utilized the following technologies: Salesforce, Mulesoft

**New York State Office of Children and Family Services | Workforce Retention Grant LOI| MAY 2023- SEP 2023**

**Senior Consultant - MTX Group Inc.** Managing the integration of new platforms for licensing, permitting, and inspections as part of the Child Care Subsidy Implementation Project, ensuring seamless transitions from legacy systems. Collaborate with cross-functional teams to implement effective solutions utilizing modern API Mulesoft technologies. Utilized the following technologies: Salesforce, Amazon Web Services (AWS)

**Washington Department of Health |Healthcare Enforcement and Licensing Management Systems | MAY 2022- MAY 2023**

**Senior Project Manager - MTX Group Inc.** Led the implementation of a Salesforce-based licensing and permitting system for the Washington Department of Health. Managed stakeholder engagement and facilitated cross-functional meetings to optimize regulatory compliance and service delivery, ensuring project milestones were achieved within budget. Utilized the following technologies: Salesforce, Mulesoft

**Central New Mexico Community College | Account and Contacts | JAN 2022- MAY 2022**

**Senior Project Manager - MTX Group Inc.** Directed the development of a centralized account management system for Central New Mexico Community College. Oversaw project meetings and coordinated with stakeholders to enhance communication and data accuracy, ensuring project milestones were met on time. Utilized the following technologies: Salesforce

**State of New Mexico Department of Finance and Administration | Federal Grants Mgmt | DEC 2021- JAN 2022**

**Senior Project Manager - MTX Group Inc.** Managed the redesign of the federal grants management system for the New Mexico Department of Finance and Administration, incorporating Salesforce for streamlined tracking and reporting. Oversaw budget adherence and stakeholder collaboration to enhance grant allocation processes. Utilized the following technologies: Salesforce

**State of New Mexico Department of Finance and Administration | Emergency Rental Assistance Program (ERAP)| MAR 2021- MAY 2021**

**Senior Project Manager - MTX Group Inc.** Oversaw the implementation of Salesforce to manage the Emergency Rental Assistance Program for the New Mexico DFA. Ensured timely assistance to residents affected by the pandemic by effectively managing project schedules and budgets while adhering to federal compliance requirements. Utilized the following technologies: Salesforce

**Vermont: Department of Labor | Pandemic Response| JAN 2021- AUG 2021**

**Senior Project Manager - MTX Group Inc.** Led the Vermont Department of Labor's pandemic response initiative, utilizing Salesforce to track resource distribution and stakeholder interactions. Managed project timelines and budgets to adapt to evolving needs and ensure efficient service delivery during the crisis. Utilized the following technologies: Salesforce

**State of Utah Department of Environmental Quality | Digital Transformation | SEP 2020- FEB 2021**

**Senior Project Manager - MTX Group Inc.** Spearheaded a digital transformation project for the Utah Department of Environmental Quality, utilizing Salesforce to enhance data management and reporting capabilities. Managed project timelines and budgets to improve operational efficiency through technology integration. Utilized the following technologies: Salesforce

**New Mexico Children, Youth & Families Department | Juvenile Justice Services- Grants Management| SEP 2020- FEB 2021**

**Senior Project Manager - MTX Group Inc.** Directed the grants management process for the New Mexico Children, Youth, and Families Department's Juvenile Justice Services, implementing Salesforce to streamline grant tracking and reporting. Ensured compliance with funding requirements through effective stakeholder management. Utilized the following technologies: Salesforce

**State of New Mexico | Regulation & Licensing Department (Strategy) | MAY 2020- JUL 2020**

**Senior Project Manager - MTX Group Inc.** Implemented strategic initiatives for the New Mexico Regulation & Licensing Department to improve regulatory processes. Utilized the following technologies: Salesforce

**State of New Mexico | Manufacturing Housing (MHD) - Permitting | APR 2020- SEP 2020**

**Senior Project Manager - MTX Group Inc.** Managed the licensing and permitting project for New Mexico's Manufacturing Housing Division, using Salesforce for process automation and data tracking. Oversaw budget management and stakeholder collaboration to enhance regulatory efficiency. Utilized the following technologies: Salesforce

**State of Colorado | COVID-19 Division of Homeland Security | MAR 2020- MAY 2020**

**Senior Project Manager - MTX Group Inc.** Led project management efforts for the Colorado Division of Homeland Security's COVID-19 response initiatives. Managed schedules and budgets to ensure effective implementation of safety measures. Utilized the following technologies: Salesforce

**State of Florida | Division of Emergency Management Coronavirus Constituent | MAR 2020- APR 2020**

**Senior Project Manager - MTX Group Inc.** Managed projects for the Florida Division of Emergency Management related to COVID-19 response, leveraging Salesforce for constituent outreach and resource management. Oversaw timelines and budgets to ensure rapid response to community needs. Utilized the following technologies: Salesforce

## **Employment History**

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**Senior Consultant | MTX Group, Inc | MAR 2020 - PRESENT**

Results-driven Senior Consultant with expertise in leading complex projects for government agencies, both during and post-pandemic. Proficient in managing project levels and facilitating integrations, ensuring seamless execution and delivery. Committed to driving efficiency and effectiveness in project outcomes while navigating challenging environments.

**Senior Project Manager | Nuway Solutions | MAY 2018 - FEB 2020**

Developed and executed strategic project plans, including schedules, budgets, and resource allocation. Collaborated with business and IT executives to define technical solutions and engaged daily with stakeholders. Managed the full life cycle of multiple Salesforce projects, consistently delivering on time and within budget.

**Salesforce Project Manager and Salesforce IT Lead | Motorola Solutions| MAY 2007- DEC 2017**

Directed Salesforce Sales Cloud implementation, leading the project team for Global Channel Operations and Marketing. Drove global development of enterprise CRM and PRM initiatives, collaborating with leadership for change management. Managed and communicated with remote developers to ensure project success.

## **Education & Certifications**

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**Bachelor of Business Administration, IT Management, Cum Laude | College of Santa Fe | 2009**

Santa Fe, New Mexico, United States

### **Certifications:**

Salesforce Platform App Builder Certification

Salesforce Certified Administrator (SCA)

Mulesoft Integration Associate

# David Roybal, Regional Vice President - Client Partner

MTX Group Inc | Albuquerque, New Mexico, United States

## Professional Summary

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Seasoned Client Partner at MTX Group, bringing over 13 years of extensive experience in state government alongside a robust foundation in finance. As a former Chief Financial Officer/Budget & Grant Director, I have honed my skills in cash flow management, analytical prowess, and financial accounting, all of which have been crucial components of my successful career journey.

Throughout my tenure in state government, I navigated the intricacies of financial management with precision, overseeing budgeting and grant activities. My expertise includes adept utilization of PeopleSoft to ensure efficient financial operations and compliance with governmental regulations. This wealth of experience has equipped me with a deep understanding of the nuanced challenges and unique requirements inherent in the public sector.

Armed with a Bachelor of Business Administration (BBA) with a focus on Finance from The University of New Mexico, I have consistently demonstrated my commitment to excellence. Now as a Client Partner at MTX Group, I extend my role beyond client relationships, encompassing responsibilities such as stakeholder engagement, strategic consulting, and project management.

I am passionate about leveraging my diverse skill set to build and maintain meaningful client relationships, identify business opportunities, and ensure the seamless execution of projects. My strategic thinking, coupled with excellent communication skills, enables me to bridge the gap between client expectations and successful project outcomes. I am dedicated to contributing to the continued success of both MTX Group and our clients.

## Technical Expertise

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- Financial Planning, Reporting, and Analysis
- Program Management
- Project Management
- Grants Management
- Customer Service Satisfaction

## Project Experience

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**Colorado Department of Labor and Employment | Vocational Rehabilitation Case Management | MAY 2024 - PRESENT**

**RVP - Client Partner - MTX Group Inc.** Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

**Indiana Secretary of State | Customer Experience & Journey Research and Mapping | JUN 2024 - DEC 2024**

**RVP - Client Partner - MTX Group Inc.** Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

**Clark County, Nevada | Impacted Persons Database | MAY 2023 - PRESENT**

**RVP - Client Partner - MTX Group Inc.** Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

**New Mexico Department of Transportation | ePermitting Portal | MAY 2022 - PRESENT**

**RVP - Client Partner - MTX Group Inc.** Served as the primary liaison between clients and internal teams, ensuring client needs were met with the highest standards of quality and service. Responsibilities included managing client relationships to foster trust and drive business growth, supervising account executives and business development managers to achieve strategic objectives, and overseeing the successful delivery of projects to align with client expectations and organizational goals. Engaged with clients at all levels to understand their needs and provide tailored solutions leveraging MTX's capabilities.

## **Employment History**

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**Regional Vice President - Client Partner | MTX Group Inc | AUG 2021- PRESENT**

Ensure business outcomes in happiness, health, and economics. Manage legislative, and lobbyist relationships while working with vertical teams to ensure subject matter experts are utilized to drive outcome-driven results. Focused on Client Success. Ownership of geographical Profit and Loss. Management of geographical Lobbyists. Define local messaging. Project delivery oversight to ensure Client Satisfaction

**Chief Financial Officer / ASD Director | New Mexico Department of Workforce Solutions | AUG 2016 - AUG 2021**

Oversight of development, implementation, monitoring, and improvement of agency Internal Controls. Oversight and management of the agency's operating budget, appropriation request, and grant functions. Provide professional leadership for sound financial management, accounting, budgeting, procurement, policy, goals, auditing, and vision. Compliance with all state and federal regulations, rules, and laws. Direct supervision of multiple sections within the Division. Legislative analysis and impact. Collaborate with the United States Department of Labor on federal funding and project implementation

**Board Trustee - Vice Chairman | New Mexico Public Employees Retirement Association | APR 2019 - AUG 2021**

Preserve, protect, and administer the trust to meet its current and future obligations and provide quality services to Association members

**Budget & Grant Director | New Mexico Environment Department | DEC2013 - AUG 2016**

Oversight and management of the agency's operating budget, appropriation request, and grant functions. Provide professional leadership for sound financial management, accounting, budgeting, procurement, policy, goals, auditing, and vision. Compliance with all state and federal regulations, rules, and laws. Direct supervision of multiple sections within the Division. Legislative analysis and impact. Collaborate with the United States Environmental Protection Agency on federal funding and project implementation

**Finance Director / Program Director | New Mexico Department of Health | SEP 2011 - DEC 2013**

Assist the Director with all budget and financial activity related to multiple programs: Women, Infants, and Children Program (WIC) - Budget of \$60,000,000; Commodity Supplemental Food Program (CSFP) - Budget of \$1,200,000; Farmers' Market Nutrition Program (FMNP) - Budget of \$314,000; Farmers' Market Nutrition Enhancement Program - Budget of \$172,500; Senior Farmers' Market Program - Budget of \$306,000. Monitoring, oversight, planning, and projecting for multiple departments with multiple funding sources. Provide professional leadership for sound financial management, accounting, budgeting, procurement, policy, goals, auditing, and vision. Direct supervision of financial staff within the program. Legislative analysis and impact. Program management / Caseload management. Ensure compliance with State and Federal regulations as it pertains to the Women Infants and Children Program and Commodity Supplemental Food Program. Collaborate with the United



States Department of Agriculture on federal funding and project implementation. Federal financial and programmatic reporting submission

### Education & Certifications

**Bachelor of Business Administration (Finance) | University of New Mexico | 2006**  
Albuquerque, New Mexico

#### **Certifications:**

SPN: Snowflake Sales Professional Accreditation

SPN: Snowflake Technical Sales Professional Accreditation

#### **Professional and Community Memberships**

Association of Government Accountants (AGA) - New Mexico Chapter

Government Finance Officers Association (GFOA)

Pi Kappa Phi Fraternity (Alumni / Financial Advisor at the University of New Mexico Chapter)

Catholic Charities of New Mexico - Board of Directors

New Mexico Technology Council - Board of Directors

#### References

Joseph R. Baros, Jr.

Chief Information Officer

New Mexico Children, Youth & Families Department

505-795-4870

Joseph.Baros@cyfd.nm.gov

Bob Leek

Chief Information Officer

Clark County, Nevada

971-409-8956

Bob.Leek@clarkcountynv.gov

#### Financial History

MTX has been in business since 2018 and is financially stable. MTX is also providing a D&B Finance Analytics business risk score demonstrating MTX's financial stability.

## OVERALL BUSINESS RISK ②

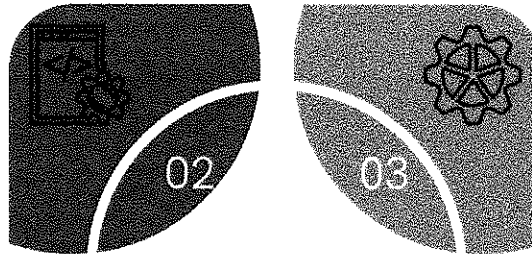
Dun & Bradstreet thinks...



### Approach to Modernization

#### **Reusability**

Reusability from the current application is considered and evaluated constantly



Modernized Application

#### **mavQ**

Leverage mavQ's intelligent docgen capabilities and AI

#### **Use existing knowledge**

Neha, Partha, Kiran, Katie & KK would continue to work on the project to modernize

SMEs from mavQ will be allocated

#### **Selective Rewrite**

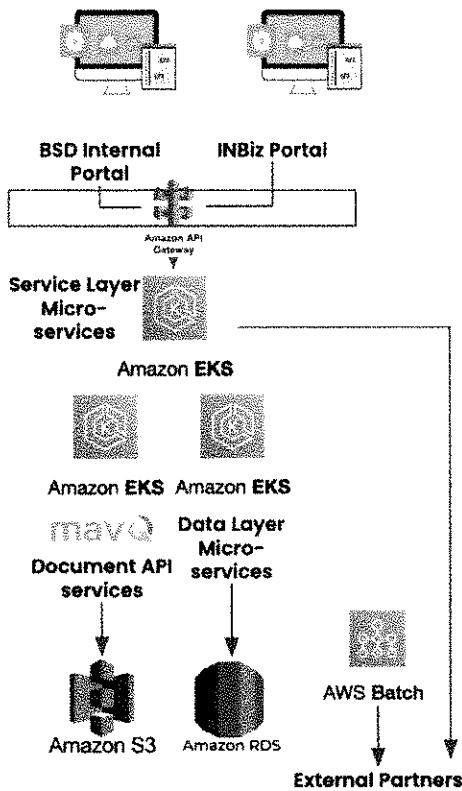
Modern Tech Stack & Rewrite what is required

### AWS Architecture and Development Practices

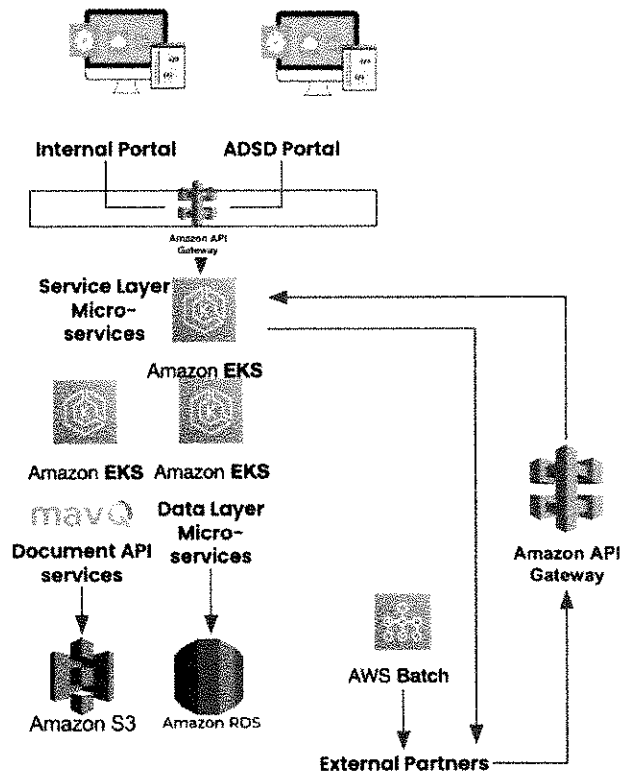
Below is the suggested architecture, along with the recommended technical elements that comprise it. All planned architecture changes must be approved by the IN: SOS IT team.

## Microservices Accelerator

Release 1 - INBiz Full Stack (Nov 2025)



Release 2 - ADSD Full Stack (Mar 2025)



Release 1 & 2 -

- New modern UX for Portal
- New modern UX for Internal
- Existing Data Model reused on Postgres
- Data Layer APIs built using "Microservices Accelerator"
- Service Layer encapsulate complex business logic (reverse-engineered)
- mavQ Document Services (headless)

- Longer timeframe to release
- + Less custom code overall
- + No product, no subscription expense – all owned by IT SOS

## Modernization Approach: AI-Powered Reverse Engineering

To modernize the legacy .NET-based ADSD application, MTX team will adopt an incremental Strangler-Rebuild approach. This method allows for progressive replacement of existing modules while ensuring continued UI development and uninterrupted business operations.

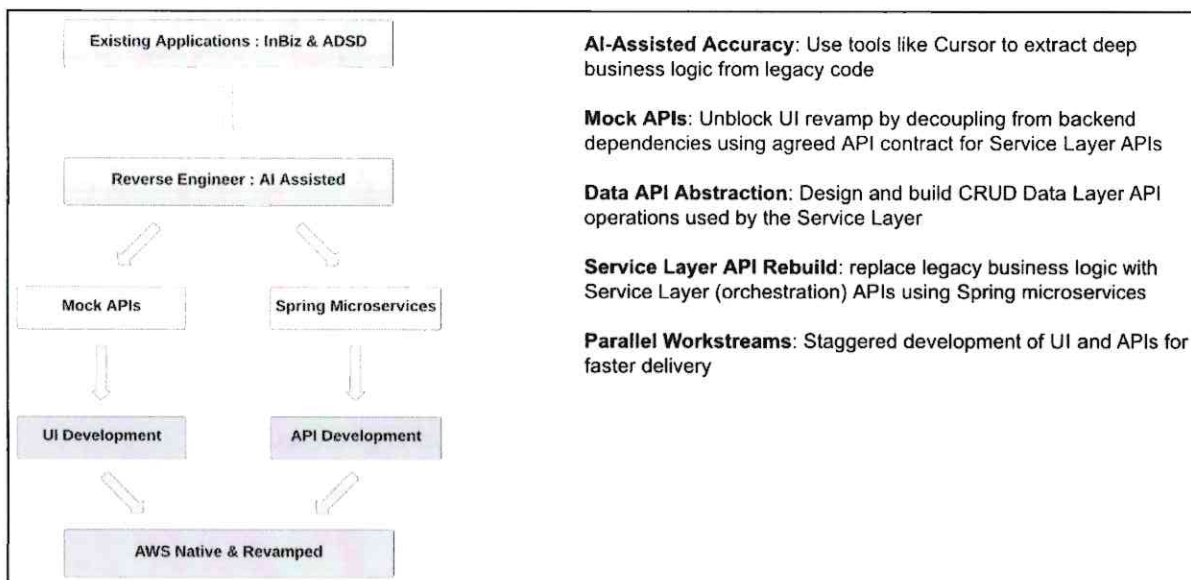
We will reverse-engineer the legacy codebase using AI-assisted tools to extract embedded business logic. This enables a precise understanding of existing functionality and accelerates planning for microservice decomposition.

A Mock API layer will be introduced early to support immediate UI development. This decouples the front-end revamp from backend readiness, allowing parallel progress across teams.

Business logic will be reconstructed module-by-module as Spring Boot microservices, following domain-driven design principles. These services will be deployed in a cloud-native architecture on AWS, leveraging managed services such as EKS, RDS, and SQS.

The parallelized and modular approach will ensure:

- Faster time to value through early UI improvements
- Future-ready architecture aligned with scalability and maintainability goals



## AWS Architecture Details

This solution architecture utilizes AWS-managed services and modern DevOps practices to deliver a resilient and maintainable platform.

### **Compute & Microservices Layer**

Core business services are deployed as Spring Boot microservices on **Amazon EKS**. This allows independent scaling, updates, and deployment of services.

### **API Gateway & User Access**

User traffic is routed through **Amazon API Gateway**, behind an **Application Load Balancer (ALB)**. This supports fine-grained routing, throttling, and secure service exposure.

### **CI/CD & Infrastructure Automation**

A flexible CI/CD pipeline is implemented using **GitLab**, **Helm**, **Terraform**, and **Argo CD**, enabling automated deployments, GitOps workflows, and full infrastructure as code.

### **Network & Security Layer**

Security is enforced through **AWS WAF**, **Network Firewall**, **ACM**, and **VPC NAT Gateway**, ensuring secure communication, access control, and TLS termination.

### **Data Layer**

Data is managed using AWS-native storage services:

- **Amazon RDS** for relational data
- **Amazon S3** for document storage
- **Amazon ElastiCache (Redis)** for high-speed caching

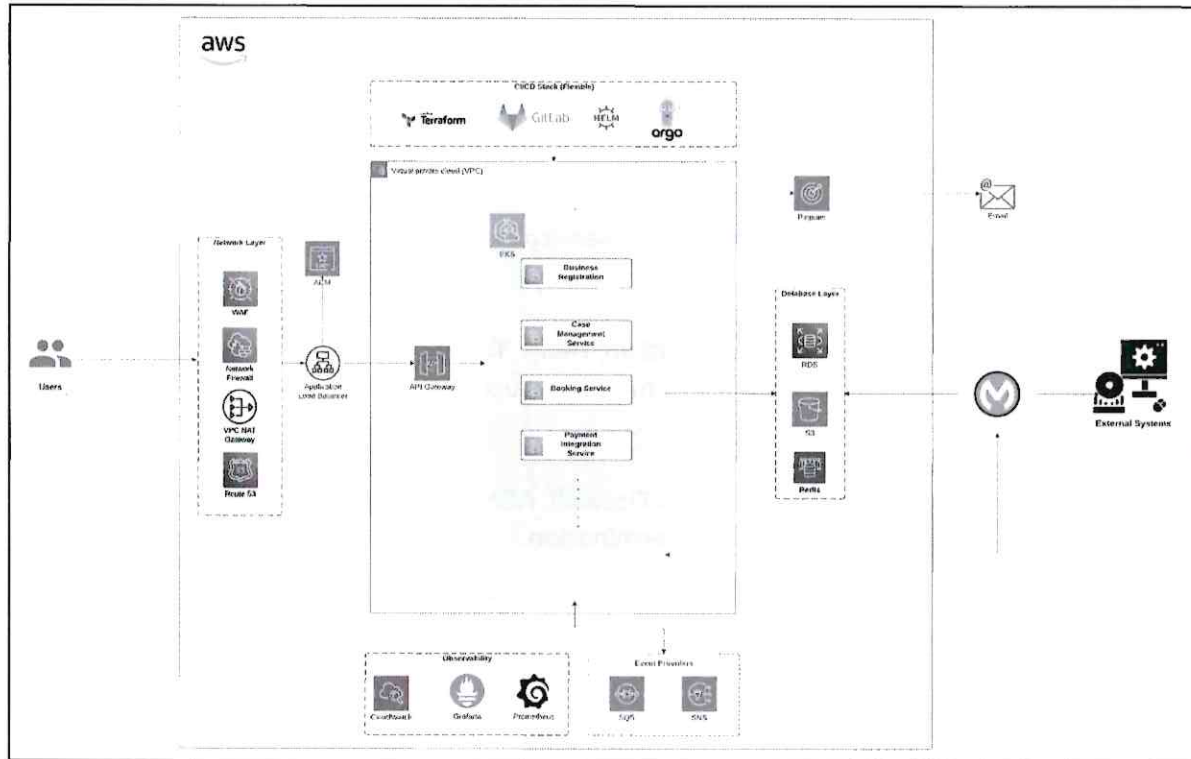
### **Messaging & Eventing**

Amazon SQS and SNS provide asynchronous event-driven communication across microservices for decoupled, scalable workflows

### **Observability & Monitoring**

System health and performance are monitored via **Amazon CloudWatch**, **Prometheus**, and **Grafana**, ensuring real-time visibility and proactive alerting.





- Stability & Dependability
- Reduced Single Point of Failures
- AutoScaling and On-demand scalability
- Ability to decouple services and applications (Ex :Temp Tags/Plates on Demand)
- Multi-AZ provisioning for infrastructure redundancy.
- Cloud-Native solution to reduce custom codes
- Reduced bottlenecks in the service runtime infrastructure

### Proposed Accelerator Technology Stack

The proposed technology stack is purpose-built for cloud-native, scalable, and maintainable application modernization. It reflects our deep expertise in modern enterprise development and aligns directly with the customer's goals for modularity, automation, and performance.

- **Backend:** Spring Boot is used to build lightweight, modular microservices that are easy to test, deploy, and scale. Its opinionated nature promotes consistency across services and accelerates development.
- **Frontend:** Angular offers a robust framework for building rich, responsive user interfaces. It is decoupled from backend services via RESTful APIs, enabling parallel development and faster iteration cycles.

- **Infrastructure:** Kubernetes (via Amazon EKS) orchestrates containerized services with high availability. Terraform and Helm are used for Infrastructure as Code (IaC) and deployment automation, ensuring reproducibility and environment parity.
- **CI/CD:** GitLab CI/CD and Argo CD form the backbone of the deployment pipeline, enabling GitOps-based workflows and controlled release management.
- **Data Layer:** Amazon RDS and Redis provide reliable, scalable storage solutions for relational and in-memory data needs, respectively.
- **Messaging:** Amazon SQS enables loosely coupled, event-driven service communication to support scalable workloads and future microservices expansion.
- **Observability:** Prometheus, Grafana, and AWS CloudWatch provide full visibility into system performance, enabling proactive monitoring, alerting, and diagnostics.
- **AWS Managed Services:** AWS Managed services would be leveraged such as AWS RDS for Managed Databases, AWS API Gateway for Exposing and Managing API and AWS SES for Email Delivery Services, etc



## Integration Approach

MTX proposes a comprehensive solution to modernize your existing .NET integrations by leveraging our deep expertise in AWS native services for API callouts and batch jobs. We will migrate your current point-to-point .NET integration logic to a robust, scalable, and reusable API-led connectivity framework using AWS native services as the middleware layer.

## Our Approach:

### 1. Strategic Migration to AWS for integration use cases:

- We will perform a thorough assessment of your existing .NET integrations to understand their functionality and dependencies.
- We will design and implement a phased migration strategy to minimize disruption and ensure a smooth transition.

- We will establish a centralized integration layer for managing integration jobs and logging, replacing the direct .NET connections.
- 2. **.NET Code Refactoring:**
  - We will refactor your .NET applications to remove embedded integration logic.
  - We will implement API calls to external APIs, ensuring seamless communication between your applications and the integration endpoints.
- 3. **API-Led Connectivity Implementation:**
  - We will develop a comprehensive suite of reusable APIs using API-led connectivity principles.
  - These APIs will be designed to abstract underlying system complexities, promoting flexibility and agility.
  - This approach will enable not only the current system integrations but also facilitate future system integrations, reducing development time and costs.
- 4. **Scalability and Performance:**
  - We will design and implement the API callouts to meet your defined Non-Functional Requirements (NFRs).
  - We will ensure the APIs are highly scalable and performant, capable of handling peak loads and future growth.
  - We will leverage AWS native service capabilities to enable dynamic scaling, minimizing the need for major code changes.
  - We will host the API's in a way that allows efficient scaling.

#### **Key Benefits:**

- **Reduced Complexity:** Centralized integration management simplifies maintenance and reduces the risk of errors.
- **Increased Agility:** API-led connectivity enables faster development and deployment of new integrations.
- **Enhanced Scalability:** The AWS platform provides the scalability and performance needed to support your growing business.
- **Improved Reusability:** Reusable APIs reduce development time and costs for future integrations.
- **Simplified Maintenance:** A standardized integration layer simplifies troubleshooting and maintenance.
- **Future Proofing:** API led design allows for easy integration with future systems.

MTX is committed to delivering a high-quality, efficient, and cost-effective solution that meets your specific needs. We are confident that our expertise in AWS and .NET development will ensure a successful modernization of your integration landscape.

#### 4. Testing Approach

To ensure the quality and stability of the application, a comprehensive testing approach will be implemented, leveraging automation as a key component. This project will utilize TestIM, an AI-powered test automation platform specifically chosen for its ease of use for state staff and its robust capabilities.

TestIM enables the creation of automated test scripts that simulate user interactions with the application, including actions such as clicking buttons, entering data, and navigating pages. These tests can be executed repeatedly and consistently across different browser environments, leading to significantly increased test coverage and speed compared to manual testing.

The benefits of adopting TestIM for this project include:

- **Ease of Use for State Staff:** TestIM's intuitive interface and codeless or low-code options empower state staff to actively participate in the testing process, contributing to test creation and execution with minimal specialized coding knowledge.
- **Earlier Defect Detection:** Automated tests can be run frequently throughout the development lifecycle, allowing for the identification and resolution of defects early in the process, minimizing rework and cost.
- **Improved Software Stability:** Consistent and repeatable automated testing ensures that the application functions reliably and predictably, leading to a more stable and dependable user experience.
- **Reduced Testing Time and Costs:** While initial setup is required, automated testing significantly reduces the time and effort associated with repetitive testing tasks, leading to long-term cost savings.
- **Enhanced Overall Quality:** Comprehensive test coverage across various browsers ensures a high level of quality and a consistent user experience across different platforms.

As needed, MTX will collaborate closely with the IN: SOS, from the requirements and scoping stages. This partnership will facilitate a test-driven development approach, where testing considerations are integrated early in the development process.

It is assumed that IN: SOS will maintain the TestIM subscription, which will be based on the volume of test runs per month. This subscription model allows for flexible scaling of testing efforts as needed throughout the project lifecycle.

#### 5. System Acceptance

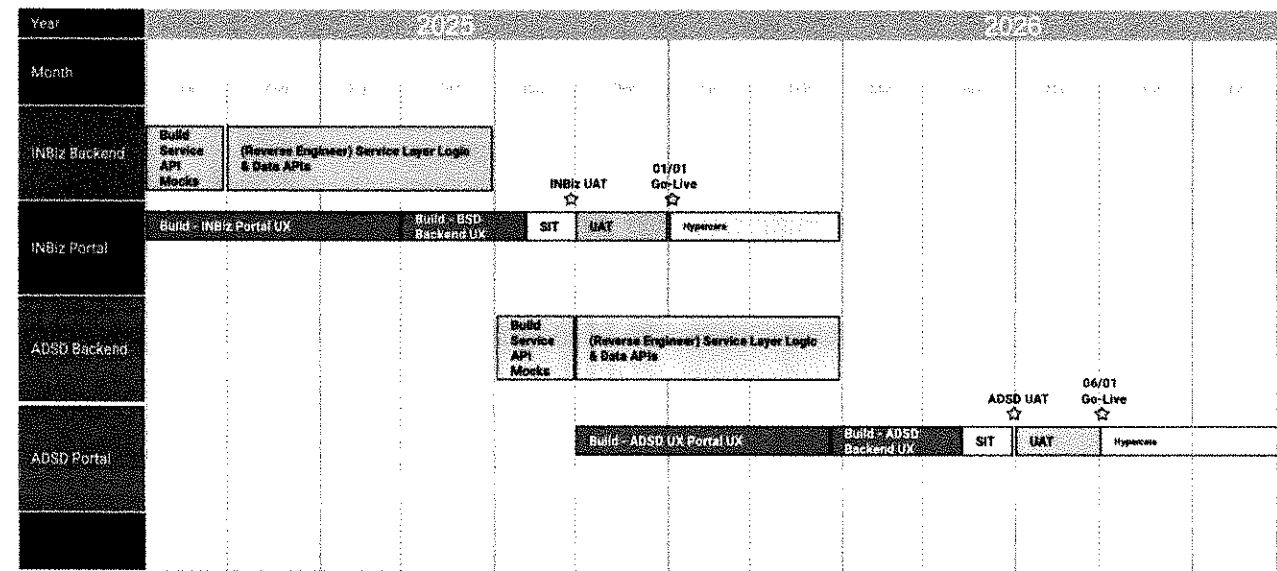
After the final planned release, MTX provides a final system acceptance period. The system acceptance period includes a two month hyper-care period and a one week final acceptance period.

During the hyper-care period, MTX will address any identified failures or defects. This period is especially crucial for addressing issues with mission-critical impacts or those critical for business continuity, ensuring a smooth operational environment before the final acceptance period begins.

The one week Final System Acceptance period starts immediately after the conclusion of the two month hyper-care period and allows for observing and validating the system's stability. Within this 7-day timeframe, our primary goal is to ensure the absence of major failures or defects categorized as critical and high as per the agreed guidelines of criticality. Additionally, it's crucial to note that low and medium defects, for which an acceptable workaround has been provided, will not hinder the system acceptance process.

### 6. Timeline

#### ADSD Modernization



### 7. Proposal Cost

Categories of Work	ADSD	5% reduction	Total Budget
ADSD Modernization	\$637,369	(\$31,869)	\$605,500
mavQ perpetual license one-time	<u>\$352,631</u>	<u>(\$17,631)</u>	<u>\$335,000</u>
<b>Total</b>	<b>\$990,000</b>	<b>(\$49,500)</b>	<b>\$940,500</b>

**AWS Cost:** Solution will be deployed into customer AWS accounts and hosted by customers.

### 8. Payment Milestones

#### ADSD Modernization

Milestone	Invoice Date	Amount
Architecture, Infrastructure, Security and Project Plans (including component milestones)	10/31/2025	\$175,000
Reverse engineer user story and acceptance criteria backlog (ADSD) (In lieu of discovery)	11/14/2025	\$125,000
Deployment of non prod infrastructure including CI/CD	11/14/2025	\$75,000
mavQ License Payment 1 - - -Microservices Cloud Infrastructure & CI/CD Design - Microservices Source Code Repository Design		
- Deployment of Mock APIs for Microservices	2/1/2026	\$83,750
ADSD UI/UX deployment - Payment 1	2/1/2026	\$57,625
mavQ License Payment 2 - - Microservices Data Encryption and Security Design - Batch Scanning and Barcode Reading Implementation - Deployment of Incremental Microservices Components		
	3/1/2025	\$83,750
ADSD UI/UX deployment - Payment 2	3/1/2026	\$57,625
mavQ License Payment 3 - - Microservices Observability Stack Deployment - Document AI & Batch Scanning Implementation - Deployment of Incremental Microservices Components		
	4/1/2026	\$83,750
ADSD UI/UX deployment - Payment 3	4/1/2026	\$57,625
mavQ License Payment 4 - Microservices Security Assessment and Penetration Testing - Deployment of Incremental Microservices Components		
	5/1/2026	\$83,750



ADSD UI/UX deployment - Payment 4	5/30/2026	\$57,625
		\$940,500

**AWS Cost:** Solution will be deployed into customer AWS accounts and hosted by customers.

mavQ grants Client a world-wide, paid in full and perpetual license to the microservices architecture. The Client specifically agrees to the following:

- Client expressly agrees to the terms and conditions of the Maverick Quantum, Inc. (mavQ) Perpetual Licensing Agreement attached hereto as Exhibit A to this SOW and incorporated herein for all purposes.
- The products are solely for the SOS' office and shall not be resold, relicensed, sublicensed or otherwise utilized in any manner whatsoever by any other state, local or federal agency or by any other business, person or entity of any nature whatsoever.

#### 9. Change Order Process

Change Orders will serve as an amendment to this SOW, and upon its execution, MTX will provide services in accordance with the terms outlined herein. All Change Orders must be mutually agreed upon in writing by both parties before implementation.

Additionally, MTX retains the flexibility to make resource-level adjustments to accommodate project requirements, provided that such changes do not impact the overall budget or timeline. These adjustments will necessitate documented acceptance from both MTX and the Customer via a project scope baseline adjustment document, the format of which will be determined collaboratively during the project.

#### 10. Assumptions

1. The Secretary of State's office is fully committed to driving transformational change, supported by executive leadership.
2. Adequate resources, including budget, personnel, and time, will be allocated to ensure the successful execution of the project.
3. All relevant stakeholders will be engaged and participate as needed, fostering collaboration and ensuring alignment with project objectives.
4. Access to required data, systems, and subject matter experts will be provided in a timely manner by the Customer, facilitating efficient project progress.
5. The Customer's culture is receptive to change, enabling the adoption of new processes and technologies to meet evolving needs.
6. Existing systems and data sources will be assessed for compatibility with the proposed future-state architecture, ensuring seamless integration.

7. The project timeline and milestones will be strictly adhered to, minimizing delays and scope changes to maintain project momentum.
8. External partners and vendors will collaborate effectively and deliver their commitments on time, promoting a cohesive project approach.
9. Regulatory and compliance requirements will remain stable throughout the project duration, ensuring adherence to legal standards.
10. The proposed solutions will align with the Customer's strategic goals and priorities, driving toward desired outcomes.
11. The project will deliver the expected benefits and achieve the desired return on investment, providing value to the organization.
12. The Customer will possess the necessary internal capabilities to maintain and support the new systems and processes, ensuring sustainability.
13. The competitive landscape and market conditions will be monitored, with adjustments made as needed to maintain project relevance.
14. MTX will provide ongoing support and commitment, with remote resources driving project progress and short daily meetings facilitating rapid iteration.
15. All parties agree to adhere to project guidelines, with personnel declining tasks outside their skill sets and feature requirements managed to minimize scope changes.
16. *The ADSD modernization will be developed in MTX's AWS account and migrated to the Secretary of State's hosted AWS infrastructure once complete.* All source code, configuration, and metadata of the system covered under this SOW made available and maintained within the Secretary of State's Azure DevOps (ADO) repository. MTX will also provide any documentation created for this project to allow ongoing support by the Indiana Secretary of State office. The Secretary of State has unlimited royalty-free right to all source code, infrastructure, modules, data structures, and system components provided by MTX in perpetuity - with the ability to modify, create derivative works whether internally or have other contractors and vendors have access to support the code and systems in the future.
17. AWS infrastructure costs are not included and are the sole responsibility of the Secretary of State.
18. Any support which is incurring new development or major enhancement which is not related to support incidents are considered as out of scope.
19. MTX is a global consulting company and will leverage offshore resources for this project, depending on project requirements and resource availability.
20. MTX will utilize UI/UX designs provided and approved by the Secretary of State's office. It is understood that the Secretary of State's office is responsible for providing signed-off designs ready for MTX to implement.
21. The scope of this project includes all currently integrated State Agency data integrations.
22. Integrations will be performed with the external integrations currently in place.
23. Enhancements to the back-end application's UI/UX are in scope, and these enhancements may include a combination of out-of-the-box features from mavQ.

24. The searchable public-facing database of licensed dealers will be derived from the existing data within the database.
25. IOT will be responsible for providing any necessary data subsets required for testing or other project activities. Any delays or limitations in the provision of these subsets could potentially impact project timelines or testing scope.
26. With the world-wide, paid in full and perpetual license purchase, the Client will be provided with full access to the complete source code of the software application from the commencement of the project (Day 1).
27. Training will be provided by IN: SOS resources based on informal train the trainer provided by MTX prior to UAT.
28. A third party will provide design deliverables consisting of wireframes, mockups, style guides, and user flow diagrams. These design elements will be implemented into the new solution, specifically addressing the redesigned homepage, navigation, and key user interactions. Requested design changes from IN: SOS will be the responsibility of IN: SOS and third party.
29. It is assumed that all necessary Security Assessment and Penetration Testing work will be conducted by a qualified third-party auditing firm, independent of the project development team. The scope, schedule, and findings of this third-party audit are outside the direct control and responsibility of MTX, and its execution will not impede the project's development or deployment timelines.
30. It is assumed that all necessary travel costs to perform the services outlined in this SOW are included within the total SOW price. These costs are based on reasonable and customary expenses for travel.

## 11. Points of Contact

Customer Lead Contact		MTX Lead Contact	
Name	Robert Fulk	Name	David J. Roybal
Title	Chief Information Officer	Title	Client Partner
Phone	317-232-0103	Phone	505-920-9517
Email	RFulk1@sos.in.gov	Email	david.roybal@mtxb2b.com

## 12. Acceptance

Customer		MTX	
Signature		Signature	
Print Name	Jerry Bonnet	Print Name	Das Nobel
Print Title	Deputy Secretary of State and General Counsel	Print Title	Chief Executive Officer
Date		Date	

## EXHIBIT A

### **mavQ PERPETUAL LICENSING AGREEMENT**

This mavQ Perpetual Licensing Agreement, together with all applicable exhibits, attachments, and/or addendums, (collectively hereinafter the "Agreement") is incorporated into the above Statement of Work ("SOW") for all purposes.

WHEREAS, mavQ has developed certain software, code, technology, proprietary information, trade secret information and/or Confidential Information (as defined herein); and

WHEREAS, the Client desires to use aspects of mavQ's software, code, technology, proprietary information, trade secret information and/or Confidential Information for its own use, in the matter and to the degree as stated, provided and allowed in the above SOW (the "Platform");

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom and of the mutual covenants, obligations and promises set forth herein, which the Parties to the SOW acknowledge and agree constitute sufficient consideration for this Agreement, the Parties agree as follows:

#### **1. Definitions**

1.1 "Acceptable Use Policy (AUP)" means the acceptable use policy set forth below for access to the Platform, in which Client agrees not to, and not to allow its employees, agents and/or Affiliates to use the Platform:

- a. to violate, or encourage the violation of, the legal rights of mavQ or others including the infringement of Intellectual Property rights of mavQ and/or others;
- b. to engage in, promote or encourage illegal activity;
- c. for any unlawful, invasive, defamatory or fraudulent purpose;
- d. to intentionally distribute viruses, worms, Trojan horses, malware, corrupted files, hoaxes or other items of a destructive or deceptive nature;
- e. to interfere with the use of the Platform or the equipment used to provide the Platform by other Clients, authorized resellers, or other authorized users;
- f. to disable, interfere with or circumvent any aspect of the Platform; or
- g. to generate, distribute, publish or facilitate unsolicited mass email, promotions, advertisements, other solicitations ("spam"); and/or
- h. any other improper purpose that violates or is not in furtherance of or in accordance with the

purposes of this Agreement.

1.2 “Account” means Client’s method of access represented by a username and means of authentication, created and managed by mavQ, to access and/or use of the Platform.

1.3 “Affiliate” means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with a party.

1.4 “Application” means the information, tools and online functionality that may be offered by mavQ for use with its Platform and may be licensed and used by Client only in accordance with the terms herein.

1.5 “Allegation” means an unaffiliated Third Party’s allegation.

1.6 “Brand Features” means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each Party, respectively, as secured by such Party from time to time.

1.7 “Client Application” means any web application or other application created by either mavQ or Client, or jointly created to access the Platform, including any source code written by the Client to be used or hosted in an Instance.

1.8 “Client Data” means the content provided to mavQ by Client via its access to the Platform under the Account. Client Data does not include any data that mavQ transforms or uniquely combines with other data sources not owned by the Client and loads into the Platform or any data created in the process of generating the Output from the Platform.

1.9 “Client End Users” means the individual Client users permitted by the Client to use the Application.

1.10 “Confidential Information” means any and all information that one Party, or an Affiliate, discloses to the other Party under this Agreement and/or in furtherance of this Agreement including but not limited to information marked as confidential and/or information that would normally under the circumstances be considered confidential information and includes but is not limited to Intellectual Property and Intellectual Property Rights (as defined herein), know-how, thought processes, software, any and all code, technology, proprietary, confidential and/or trade secret information, data, financial information, economic information, technical information, vendor and customer information, reports, forecasts, prices, methods, techniques, correspondence and internal documents or information, whether tangible or intangible and whether disclosed orally, visually or in writing or by any other means and/or media, whether of a commercial, technical or other nature which relate directly or indirectly to the Disclosing Party. Confidential Information does not include information that is in the public domain before disclosed to Recipient by the Disclosing Party or enters the public domain through no action of the Recipient or any other party with a confidentiality obligation to the Disclosing Party.

1.11 “Control” means control of greater than fifty-one percent of the voting rights or equity interests of



a party.

1.12 “Disclosing Party” means a party that discloses Confidential Information to a Recipient.

1.13 “Feedback” means feedback, input, thought, thought processes, information, advice or suggestions about access to or use of the Platform.

1.14 “Fees” means the applicable fees for any Platform access set forth in this Agreement or the above SOW.

1.15 “High-Risk Activities” means the use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the mavQ products or services could lead to death, personal injury, or severe physical or environmental damage (“High-Risk Activities”). MAVQ SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF FITNESS FOR HIGH-RISK ACTIVITIES.

1.16 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time and any regulations issued under it.

1.17 “Indemnified Liabilities” means liabilities to third parties wherein one Party will indemnify the other pursuant to the terms contained with this Agreement.

1.18 “Intellectual Property Rights” means and includes, without limitation, all current and future worldwide rights, title and interest in and to all intellectual property which includes, but is not limited to, all work product of any nature whatsoever including without limitation those created or prepared or produced or authored or modified or conceived, all writings, all methods, all ideas, all concepts, all research, all proposals all materials, all technology, all patents, all service marks, all tradenames, all mask work rights, all trademarks, all copyrights, all original computer code, all derivative computer code, all computer programs, all software, all inventions (whether or not patentable or registerable), all processes, all algorithms, all models, all trade secrets (including, but not limited to the structure, organization and code of any and all mavQ software), all proprietary information, all domain names, all rights of publicity and privacy, all moral rights (the foregoing collectively at times referred to collectively herein as “Intellectual Property”) all rights in the foregoing provided at law and in equity, all rights to any of the foregoing provided in state and federal laws and international treaties and conventions, all rights similar to all of the foregoing, the goodwill of the business connected to the foregoing and the right to defend and recover any and all title to any of the foregoing.

1.19 “mavQ Data” means all data contained within the Platform, Applications and Output that is not Client Data. mavQ Data includes any data that mavQ transforms or uniquely combines with other data sources not owned by the Client and loads into the mavQ Platform, Application or the Services. It also includes any data created in the process of generating the Output from the mavQ Platform, Applications or the Services.

1.20 “Output” means the information, data and materials that are derived, prepared or generated by mavQ in connection with and/or as a consequence of Client’s use of the Platform.

1.21 "Platform" means the aspects of mavQ's un-obfuscated, uncompiled software, code, technology, proprietary information, trade secret information and/or Confidential Information included in mavQ's software-as-a-service (SAAS) multi-tenant clouddeployed to the Client computing environment that the Client is allowed to utilize in the manner and to the degree as stated, provided and allowed in the above SOW.

1.22 "Recipient" means the Party that received Confidential Information from the other Party.

1.23 "Suspend" or "Suspension" means disabling or limiting Client access to the Platform.

1.24 "Third Party" means an entity that is neither a party to this agreement or an Affiliate of a Party to this agreement.

1.25 "Third Party Legal Proceeding" means a legal proceeding involving a Third Party with one of the Parties to this Agreement.

1.26 "Value-Added Tax (VAT)" means a tax levied on goods and services at each point in the production process where value is added.

## **2. Grant of License**

2.1 mavQ hereby grants Client a worldwide non-transferable (other than as provided in Section 14.5 herein), non-sublicensable, non-exclusive license during the term pursuant to the above Statement of Work. For clarity, this license is for Client to use mavQ's architecture for Client's internal use only. Client agrees that it will not resell the architecture and that it will not reuse the architecture in other applications.

2.2 Subject to adherence to this Agreement, Client may access the Platform in accordance with the above SOW.

2.3 Client must have an Account to use the Platform program as described hereinabove in Section 2.1 and is responsible for the information it provides to create the Account, the passwords for the account, and for any use of its account. If Client becomes aware of any unauthorized use of its Account, Client will notify mavQ as promptly as possible. mavQ has no obligation to provide multiple accounts to Client.

2.4 mavQ may, at its sole discretion, develop, create, and/or make new applications, tools, code, software, services, features or functionality available from time to time on and/or to the Platform which Client acknowledges and agrees automatically becomes part of mavQ's

Intellectual Property, Intellectual Property Rights, Confidential Information and respective Platform. Notwithstanding any terms to the contrary in this Agreement, Client's future use of such new Applications and Services will be contingent upon Client's agreement to additional terms as established by mavQ within its sole discretion.

## **3. Taxes**

3.1. mavQ is not responsible for any tax incurred by Client including from Client's use of the Platform. Client is responsible for any and all taxes, and Client will pay mavQ for the ability to use the Platform without any reduction for taxes. If mavQ is obligated to collect or pay taxes, these taxes will be invoiced to the Client unless the Client provides mavQ with a valid tax exemption certificate authorized by the appropriate taxing authority. If the Services are subject to local Value-Added Tax (VAT) and the Client is required to withhold local VAT from amounts payable to mavQ under applicable tax legislation, the value of the Platform usage will be increased, as reflected on the invoice, by the respective amounts of VAT to be withheld. The Client will remit any VAT amount withheld directly to the appropriate taxing authority. If required by applicable law, Client will provide mavQ with applicable tax identification information to ensure that mavQ can comply with applicable tax regulations. Client will be liable for any and all taxes, interest, penalties or fines arising out of any mis-declaration by the

Client. Client acknowledges and agrees that it has had the opportunity to consult and/or has consulted with a tax advisor of its choosing regarding any tax effects, if any, related to or caused by this Agreement and that mavQ has not made any statements or advice regarding any tax effects, if any, related to or caused by this Agreement.

3.2. Invoice Disputes: Any invoice dispute by Client must be submitted to mavQ prior to the payment due date identified on an invoice. To the fullest extent permitted by law, Client waives any and all claims and/or causes of action at law or in equity relating to fees unless claimed within thirty (30) days after the fees are invoiced. The foregoing is not intended to, and does not, affect any Client rights with its credit card issuer. Refunds to Client, if any, are at the discretion of mavQ and will only be in the form of credit. Nothing in this Agreement obligates mavQ to extend credit to any Party. In the event of a timely submitted invoice dispute, the Parties agree that a representative of each Party with authority to make binding decisions for their respective Party will discuss the dispute and work in good faith in an effort to resolve the dispute within thirty (30) days. If the Parties are unable to resolve the invoice dispute within thirty (30) days, the Parties will mediate the dispute with a mutually agreed upon mediator within thirty (30) days in an effort to resolve the matter. If such efforts do not resolve the matter, either party may then initiate a binding arbitration. Such arbitration shall be administered pursuant to the rules of the American Arbitration Association. In no event shall an arbitrator substitute, ignore or amend any part of this agreement in his/her/their role as arbitrator. Any such arbitration shall be conducted in the Dallas metropolitan area, unless otherwise agreed to in writing by the Parties. Any arbitral award determination shall be final and binding upon the Parties and may be filed with the court(s) as specified in Section 14.12 herein.

3.4 Suspension for Delinquent Payments: Late payments will bear interest at the highest rate permitted by law from the payment due date until paid in full. Client will be liable for all reasonable expenses and costs, including without limitation, attorney fees and the costs incurred by mavQ in collecting such delinquent amounts. mavQ may suspend use of the Platform and /or terminate the Agreement for breach of this Agreement if the Client is more than thirty (30) days late on any payment due to mavQ.

### **3. Client Obligations**

3.1 Client is solely responsible for its Client Applications, Client Projects and Client Data. Client will ensure that its Applications, Projects, and Client data comply with the Acceptable Use Policy (AUP).

mavQ reserves the right to review Client's Application, Project and Client Data for compliance with the AUP.

3.3 Client will not, and will not allow its employees, agents or Affiliates or any Third Party under its Control, to actually or attempt to:

i. copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise use or extract any or all source code, technology or information constituting in whole or in part the Platform except to the extent that such restriction is expressly prohibited by applicable law;

ii. use the Services for High-Risk Activities;

iii. sublicense, sell, or distribute any or all of the Platform content;

iv. create multiple Client Applications, Accounts, or Projects to simulate or act as a single Client Application, Account, or Project or otherwise access the Platform in a manner intended to avoid, or actually avoiding, incurring fees or exceeding usage limits or quotas;

v. process or store any Client Data that is subject to the International Traffic in Arms Regulations maintained by the United States Department of State. mavQ does not intend uses of its Platform to create obligations under the United States Health Insurance Portability and Accountability Act (HIPAA) and makes no representations that the Platform satisfies HIPAA requirements, unless otherwise specified in writing by mavQ. If Client is or becomes a Covered Entity or Business Associate as defined in HIPAA or is or becomes a party subject to CCPA, PCI, GDPR or SOC (as those terms are customarily used within the applicable industry) data protection requirements or other currently existing or future data protection laws and/or requirements, Client will advise mavQ that it is subject to any such data protection laws and not use the Platform for any purpose or in any manner involving Protected Health Information as defined in HIPAA, or involving other data protection laws, without prior written consent of mavQ.

#### **4. Suspension of Services**

4.1 AUP Violations: If mavQ becomes aware that Client's or any Client End User's use of the Platform violates the AUP, mavQ will give the Client notice of the violation and request that the Client correct the violation. If Client fails to correct the violation within 24 hours of receipt of mavQ's notice, then mavQ may within its sole discretion suspend all or part of the Client's use of the Platform unless and until the violation is corrected.

4.2 Other Suspension: mavQ may immediately suspend all or part of the Client's use of the Platform if:

i. mavQ believes Client's or any Client End User's use of the Platform could adversely impact the Platform, or another client's or the other client's end users' access to the Platform;

ii. there is suspected unauthorized Third-Party access to the Platform;

iii. mavQ reasonably believes it must suspend use of the Platform to comply with applicable law;

iv. Client is in breach of Section 4 above; and/or

v. Client is in breach of the terms of this Agreement. mavQ may at its sole discretion remove any suspension of access and/or use of its Platform when the circumstances giving rise to the suspension have been resolved within mavQ's sole discretion. Unless prohibited by applicable law, mavQ will notify the Client of the basis for any such suspension as soon as reasonably possible.

## **5. Intellectual Property**

5.1 Except as expressly set forth in this Agreement, this Agreement does not grant either Party any ownership, assignment, rights or license, implied or otherwise, to the other Party's Intellectual Property, Intellectual Property Rights or Confidential Information.

5.2 Client acknowledges that mavQ is and will remain the sole and exclusive owner of all right, title and interest in and to the mavQ Platform, the Applications, and the Output, including any intellectual property rights therein, subject only to the licenses expressly granted to Client herein. This agreement does not grant Client or any Licensee any right in the algorithms, rules or models used or created by mavQ for the operation of the Platform or Applications, or the collection or analysis of Client Data to produce the Output. This Agreement does not grant Client or any Licensee any right in the Output.

5.3 In addition, as between the Parties, Client owns all Intellectual Property, Intellectual Property Rights and Confidential Information in its Client Data. mavQ owns all Intellectual Property, Intellectual Property Rights and Confidential Information in the Platform, Applications, in mavQ Data, including but not limited to the Output, as its sole and exclusive property. In the event that

1. any of mavQ's Intellectual Property Rights are determined to be assigned to Client in this Agreement or any other legally binding document or
2. any Intellectual Property Rights are jointly created by mavQ and the Client in this Agreement or any other legally binding document, Client hereby irrevocably assigns and waives in favor of and to mavQ any and all claims, title and/or right Client may now or hereafter have in any jurisdiction to any and all right, title, claims, paternity or attribution, integrity, disclosure and withdrawal and/or any other rights that may be known as "moral rights" in relation to all Intellectual Property and/or Intellectual Property Rights to which any alleged assignment(s) or joint creation may or actually apply. Client also agrees to execute any further document(s) reasonably needed to perfect complete in mavQ any ownership, right and/or title to such Intellectual Property.

5.4 If the Client provides mavQ Feedback about the Platform or the Services, mavQ may use that information without obligation to the Client and Client hereby irrevocably assigns to mavQ any and/or all right, title and interest in that Feedback.

5.5 Client may not in any way:

i. modify, alter, tamper with, create, develop, engineer, repair or otherwise create, make or develop

derivative works of or from the Platform, mavQ Data, or mavQ's Intellectual Property, mavQ's Intellectual Property Rights or mavQ's Confidential Information;

ii.reverse engineer, disassemble, or decompile the Platform or mavQ's Intellectual Property, mavQ's Intellectual Property Rights or mavQ's Confidential Information, or apply any other physical process, thought process, methodology, or procedure to derive any code including without limitation any code of any software included in the Platform or the mavQ Services, or any underlying technology of the mavQ Platform or mavQ's Intellectual Property Rights or mavQ's Confidential Information;

iii sublicense the Platform;

iv.attempt to disable or circumvent any security mechanisms used by the Platform, including, without limitation, any time-control disabling functionality or other mechanisms in any trial version;

v.use the Platform to perform malicious activity; or

vi.upload or otherwise process any infringing or malicious content to or through the Platform. The Platform may have storage and other limitations.

## **6. Confidential Information**

1. At all times during the discussions between the Parties and the performance of the Parties towards the purpose of, in furtherance of and/or in the performance of this Agreement and/or as of and after the Effective Date, and at any time after the lapse or termination of this Agreement, the Client shall:

i.keep in confidence and trust any and all Confidential Information, and shall not copy, divulge, transfer, transmit, reproduce, summarize, quote, publish, reverse engineer, decompile or make any use of the Confidential Information or any part thereof, without the prior written consent of mavQ ;

ii.exercise the highest reasonable degree of care in safeguarding the Confidential Information against loss, theft or other inadvertent disclosure, and take all reasonable steps necessary to insure the maintaining of confidentiality thereof;

iii.refrain from using the Confidential Information for any purpose other than for the Parties' engagement and work together under this Agreement, and in any event subject to the prior, written approval of mavQ;

iv.only disclose the Confidential Information (or any part thereof) strictly to those of its employees on a need-to-know basis and solely as part of fulfilling the purpose of this Agreement, subject to the Client's responsibility and liability towards mavQ for any act or omission of such employee(s), including any breach of the provisions hereof by such employee(s);

v.refrain from using the Confidential Information for the benefit of or on behalf of any third party; and

vi.not modify or alter the Confidential Information without mavQ's prior written consent. The provisions of this Section 7 will not apply only to the extent the Client can demonstrate such



Confidential Information becomes or has become available in the public domain not through breach of this Agreement or any other undertaking by the Client or by any other third party with a confidentiality obligation to mavQ.

6.2 Client shall notify mavQ within three (3) Business Days of any unauthorized disclosure or use of mavQ's Confidential Information and cooperate with mavQ to protect the confidentiality and ownership of all Intellectual Property Rights, privacy rights, and other rights therein.

6.3 In the event the Client becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand or similar process) or is required by a government agency or authority to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Client shall provide mavQ with prompt notice of such request. Upon request by and at the expense of mavQ, the Client shall assist mavQ in seeking an appropriate protective order or other appropriate remedy. Subject to the foregoing, the Client may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to mavQ, the Client is legally compelled or is otherwise required to disclose; *provided*, however, that the Client undertakes to use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to any portion of the Confidential Information so disclosed.

6.4 Both Parties acknowledge that mavQ's Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to mavQ that would result from the unauthorized dissemination of the Confidential Information would be difficult and/or impossible to calculate such that both Parties hereby agree that mavQ shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms of this Agreement and hereby waive any actual or potential argument that mavQ is not entitled to injunctive relief for any such disclosure. Such injunctive relief shall be in addition to any other remedies available hereunder. mavQ shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of arbitration relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and expenses.

6.5 Unless the Parties otherwise agree in writing, or are otherwise required by applicable law, the Client's obligation to protect any and all Confidential Information expires from the date such Confidential Information becomes public. Upon termination of this Agreement for any reason, all information exchanged under this Agreement and copies thereof shall be returned to mavQ, or, at the election of mavQ, shall be destroyed and a certificate attesting to such destruction shall be furnished to mavQ. If destruction is not possible under law, then Client shall continue to protect any and all of mavQ's Confidential Information for as long as it is kept under Client's or Client's agent's control.

6.6 If this Agreement is terminated under any circumstances, Client shall not be permitted to use Confidential Information received from mavQ under this Agreement for any purposes whatsoever without the explicit written permission of mavQ. This provision shall survive the termination of this Agreement and mavQ shall be entitled to any and all rights and remedies provided herein to which it is entitled for any breach of this provision by the

Client.

## **8. Representation of Authority**

8.1 Each Party and its respective signatory represents and warrants that it will comply with all laws and regulations applicable to the provision or use of the Platform as applicable.

## **9. DISCLAIMER OF WARRANTIES**

9.1 EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

i.mavQ DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ANY ARGUMENT AGAINST, OR LIABILITY BY, MAVQ BASED ON BREACH OF WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT;

ii.MAVQ IS NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY CLIENT DATA OR OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH THE USE OF THE PLATFORM;

iii.CLIENT IS SOLELY RESPONSIBLE FOR SECURING AND BACKING UP CLIENT'S APPLICATION, PROJECT AND/OR CLIENT DATA; and

iv.MAVQ, NOR ITS AFFILIATES, WARRANT THAT THE OPERATION OF THE PLATFORM, OR THE CODE, TECHNOLOGY OR SOFTWARE CONTAINED THEREIN, WILL BE ERROR FREE OR UNINTERRUPTED. THE PLATFORM, INCLUDING ANY AND ALL SOFTWARE AND/OR CODE CONTAINED THEREIN, IS NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH-RISK ACTIVITIES. CLIENT ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ANY ARGUMENT AGAINST, OR LIABILITY BY, MAVQ BASED ON ANY BREACH OF WARRANTY OF UNINTERRUPTED USE OF THE PLATFORM, SERVICES, SOFTWARE AND/OR CODE.

## **10. Limitation of Liability**

10.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAVQ WILL NOT BE LIABLE FOR LOST REVENUES AND/OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR OTHER DAMAGES OF ANY TYPE OR KIND ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE PLATFORM OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES AND/OR LIQUIDATED DAMAGES DO NOT SATISFY A REMEDY. EXCEPT FOR MAVQ'S INDEMNIFICATION OBLIGATIONS AS EXPRESSED HEREIN, IN NO EVENT SHALL MAVQ'S AGGREGATE LIABILITY EXCEED THE AMOUNTS PAID BY CLIENT TO MAVQ IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

## **11. Indemnification**

11.1 Unless prohibited by applicable law, Client will defend and indemnify mavQ and its Affiliates against any and all actual and potential liability including but not limited to Indemnified Liabilities including in any Third-Party Legal Proceeding arising from any:

- i. Client Application, Project, Instance, Client Data or Client Intellectual Property Rights; or
- ii. Client's, or Client End Users' use of the Platform including but not limited to any use in violation of the AUP.

11.2 mavQ will defend and indemnify Client and its Affiliates against Indemnified Liabilities in any Third-Party Legal Proceeding arising solely from an Allegation that use of mavQ's technology used to provide the Platform or any mavQ Brand Feature infringes or misappropriates the Third-Party's patent, copyright, trade secret or trademark except to the extent that the underlying Allegation arises from:

- i. the indemnified party's breach of this Agreement;
- ii. modifications to the indemnifying party's technology or Brand Features by anyone other than the indemnifying party;
- iii. combination of the indemnifying party's technology or Brand Features with materials not provided by the indemnifying party; or
- iv. use of non-current or unsupported versions of the Platform or Brand Features.

11.3 Sections 11.1 and 11.2 will apply only to the extent that:

- i. the indemnified Party has provided a written notice within thirty (30) days of the indemnifying event to the indemnifying Party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperates reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If a breach of this section 11.3 prejudices the defense of the Third-Party Legal Proceeding, the indemnifying Party's obligations under section 11.1 or 11.2, as applicable, will be reduced in proportion to the prejudice; and
- ii. the indemnified Party tenders' sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party subject to the following:
  - a. the indemnified party may appoint its own non-controlling counsel, at its own expense; and
  - b. any settlement requiring the indemnified party to admit liability, pay money, take any action, or refrain from taking any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned or delayed.

11.4 If mavQ reasonably believes the Platform might infringe on a Third Party's Intellectual Property Rights, then mavQ may, at its sole option and expense:

- i. procure the right for Client to continue using the Platform;
- ii. modify the Platform to make them non-infringing without materially reducing their functionality; or
- iii. replace the Platform with a non-infringing, functionally equivalent alternative.

11.5 If mavQ does not believe that the remedies in Section 11.4 are commercially reasonable, then mavQ may Suspend or terminate Client's use of the Platform. Without affecting either Party's termination rights, this Section 11 of this Agreement establishes the Parties' only rights and obligations under this Agreement for any allegations of violating or affecting a Third Party's Intellectual Property Rights and/or Third-Party Legal Proceedings.

## **12. Miscellaneous Terms**

12.1 Notices, copies of notices or other communications required hereunder shall be in writing and delivered to a Party at the physical addresses and/or email addresses set forth in this Agreement. Notices may be delivered by U.S. mail, overnight courier, hand delivery, or electronic mail. All notices shall be effective upon delivery of the notice to the addressed Party.

12.2 Neither Party shall be the agent, employee, legal representative, partner or joint venturer of the other party for any purpose and the Parties acknowledge and agree that no employment relationship, agent or agency relationship, partnership, joint venture or other relationship by which one Party may be liable for the other Party is intended or created by this Agreement.

12.3 No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other Party hereunder, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Events"):

- a. acts of God;
- b. flood, fire, earthquake or explosion;
- c. war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- d. government order or law;
- e. actions, embargoes or blockades in effect on or after the date of this Agreement;
- f. action by any governmental authority;
- g. national or regional emergency;
- h. strikes, labor stoppages or slowdowns or other industrial disturbances;

- i. shortage of adequate power or transportation facilities;
- j. pandemics or epidemics or other public health emergencies; and
- k. other events beyond the control of the Party impacted by the Force Majeure Event (the "Impacted Party"). The Impacted Party shall give notice as quickly as reasonably possible to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement. With respect to the COVID-19 pandemic, only new restrictions implemented by a governmental entity shall be considered as a Force Majeure Event under this Section.

12.4 In the event a dispute arises under this Agreement, the Parties agree that a representative of each Party with authority to make binding decisions for their respective Party will discuss the dispute and work in good faith in an effort to resolve the dispute within thirty (30) days. If the Parties are unable to resolve the dispute within thirty (30) days, the Parties will mediate the dispute with a mutually agreed upon mediator within thirty (30) days in an effort to resolve the matter. If such efforts do not resolve the matter, either party may then initiate a binding arbitration. Such arbitration shall be administered pursuant to the rules of the American Arbitration Association. In no event shall an arbitrator substitute, ignore or amend any part of this agreement in his/her/their role as arbitrator. Any such arbitration shall be conducted in the Dallas metropolitan area, unless otherwise agreed to in writing by the Parties. Any arbitral award determination shall be final and binding upon the Parties and may be filed with the court(s).

12.5 Neither Party may assign or delegate any or all of its rights, other than the right to receive payments, or its duties or obligations hereunder without the consent of the other Party, which consent shall not be unreasonably withheld, except that either Party may assign this Agreement, without the consent of the other Party, to an affiliate or a successor in interest to substantially all of the business of that Party to which this Agreement relates. An assignee of either Party shall be bound by all the terms of this Agreement. If an assignee shall fail to agree to be bound by all the terms and obligations of this Agreement, then such an assignment will be deemed null and void and of no force or effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

12.6 This Agreement constitutes the entire and exclusive agreement between the Parties regarding the subject matter of this Agreement and supersedes all previous communications or agreements, either oral or written, with respect to the subject matter of this Agreement.

12.7 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 provisions or any other provision of this Agreement. Any and all waivers must be made in writing to be deemed a valid and/or enforceable waiver.

12.8 If Client processes the personal data of identifiable individuals in its use of the Platform, Client is responsible for providing legally adequate privacy notices and obtaining necessary consents for the processing of such data. Client represents that it has provided all necessary privacy notices and obtained all necessary consents. Client is responsible for processing such data in accordance with applicable law.

12.9 Although restrictions contained in this Agreement are considered by the Parties to be reasonable, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such a provision was not included.

12.10 The Parties are not aware that the making of this Agreement does or would violate any applicable law, rule or regulation, any contracts with Third Parties, or any Third-Party Intellectual Property Rights, or similar right, and the Parties are under no known obligation to any Third-Party that would in any manner prevent mavQ from providing access to the Platform as required hereunder.

12.11 The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Further:

- a. references to the plural include the singular, the singular the plural, and the part the whole,
- b. references to one gender include all genders,
- c. "or" has the inclusive meaning frequently identified with the phrase "and/or,"
- d. the phrase "and/or" references and includes the use of the word "and" and the use of the word "or" such that both words apply collectively and neither word is excluded,
- e. "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and
- f. references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole as defined in this Agreement. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time.

12.12 The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Texas applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law's provisions thereof. The federal and state courts located within Collin County in the State of Texas shall have sole and exclusive jurisdiction over any disputes arising under the arbitration terms of this Agreement. Both Parties hereby agree to submit to the personal and subject matter jurisdiction of the federal and state courts located within Collin County in the State of Texas and hereby waive any conflicts of law or alternative venue arguments.



12.13 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement or any other Transaction Document transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this agreement or such other Transaction Document for all purposes. A digital or electronic signature shall have the same force and legal effect as a signature affixed by hand to a printed copy.

12.14 Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

12.15 The Parties hereto are both sophisticated business operations and the terms of this Agreement shall not be construed against the drafter.

**EXHIBIT B**  
**ADSD modules and components included in scope**

1.0 Dashboard	1.1 Announcements
	1.2 Alerts
	1.3 Work Queue
2.0 Search	2.1 Work Order Search
	2.2 Dealer Search
	2.3 Interim Plate Search
	2.4 Dealer Plate Search
	2.5 Owner Search
3.0 WorkOrder	3.1 Queue Maintenance
	3.2 Queue Work Unit Mapping
	3.3 Queue User Privileges
	3.4 Work Order Creation
	3.5 Work Queue Dashboard
	3.6 Payment Details
	3.7 Followed Transactions
4.0 Dealer License applications	4.1 Dealer Info
	4.2 Dealer Plate info
5.0 Documents	5.1 Attach Document
	5.2 Download Document
	5.3 Upload
	5.4 Application Signature
6.0 Dealer	6.1 Fulfillment Requests and History
	6.2 Plate Inventory
	6.3 Change of Name
	6.4 Change of Location
	6.5 Change of Owner
	6.6 Payment Info
	6.7 Appointment Scheduler
	6.8 Case Management
7.0 shopping cart	

8.0 File a Complaint

9.0 License application