

**STANDARD CONTRACT FORM**  
 Goods and Non-Professional Services

1. Agency Contract Number	2. Contract Title Treasury Management System	3. Financial Coding	4. Agency Assigned Encumbrance Number	
5. Vendor Number	6. Project/Case Number RFP 2010-0400-8815	7. Alaska Business License Number 927764		
This contract is between the State of Alaska,				
8. Department of Revenue		Division Treasury	hereafter the State, and	
9. Contractor G Treasury SS, LLC				hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State	ZIP+4
3 Corporate Drive, Suite 110		Lake Zurich	IL	60047

10.

**ARTICLE 1. Appendices:** Appendices referred to in this contract and attached to it are considered part of it.

**ARTICLE 2. Performance of Contract:**

2.1 Appendix A<sup>1</sup> (General Conditions), Items 1 through 17, govern contract performance.

2.2 Appendix B sets forth the liability and insurance provisions of this contract.

2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.

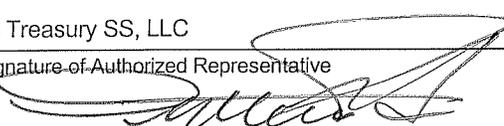
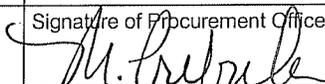
**ARTICLE 3. Period of Performance:** The period of performance for this contract begins November 16, 2009, and ends November 15, 2014, with one 5-year renewal option.

**ARTICLE 4. Considerations:**

4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$ 1,300,000.00 in accordance with the provisions of Appendix D.

4.2 When billing the State, the contractor shall refer to the Agency Contract Number and send the billing to:

11. Department of Revenue	Attention: Division of Treasury
Mailing Address PO Box 110406, Juneau, AK 99811-0406	Attention: Michelle Prebula

12. CONTRACTOR	13. CONTRACTING AGENCY
Name of Firm G Treasury SS, LLC	Department/Division Revenue/Treasury
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Orazio Pater	Typed or Printed Name of Procurement Officer Cash Manager
Date November 16, 2009	Date 11/18/09

## APPENDIX A<sup>1</sup>

### GENERAL CONDITIONS

**1. Inspections and Reports:**

The department may inspect, in the manner and at reasonable times it considers appropriate, all of the contractor's facilities and activities under this contract. The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

**2. Suitable Materials, Etc.:**

Unless otherwise specified, all materials, supplies or equipment offered by the contractor shall be new, unused, and of the latest edition, version, model or crop and of recent manufacture.

**3. Disputes:**

Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.

**4. Default:**

In case of default by the contractor, for any reason whatsoever, the State of Alaska may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

**5. No Assignment or Delegation:**

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Procurement Officer.

**6. No Additional Work or Material:**

No claim for additional supplies or services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Procurement Officer.

**7. Independent Contractor:**

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

**8. Payment of Taxes:**

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

**9. Compliance:**

In the performance of this contract, the contractor must comply with all applicable federal, state, and borough regulations, codes, and laws, and be liable for all required insurance, license, permits and bonds.

**10. Conflicting Provisions:**

Unless specifically amended and approved by the Department of Law the General Provisions (Appendix A) and Indemnity and Insurance (Appendix B) of this contract supersede any provisions in other appendices. In the event a conflict exists among the following agreements and/or documents that have been dually accepted by the State and contractor, the order of precedence for conflict resolution is as follows:

1. General Provisions (Appendix A) and Indemnity and Insurance (Appendix B)
2. Terms and Conditions (Appendix C)
3. Consideration and Payment Schedule (Appendix D)
4. RFP 2010-0400-8815, as amended, issued by the Department of Revenue (Appendix E)
5. Proposal submitted by G Treasury on September 18, 2009 (Appendix F)
6. Service Agreement for the G Treasury™ Application Service Provider (ASP) Package (Appendix G)

The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**11. Officials Not to Benefit:**

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

**12. Contract Prices:**

Contract prices for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices for services must be in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost.

**13. Contract Funding:**

Contractors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

**14. Force Majeure:**

(Impossibility to perform) The contractor is not liable for the consequences of any failure to perform, or default in performing, any of its obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the contractor.

For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.

**15. Contract Extension:**

Unless otherwise provided, the State and the contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect, and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.

**16. Severability:**

If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.



**1.7 Continuing Obligation of Contractor:**

Notwithstanding the expiration date of this contract, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

**APPENDIX B<sup>1</sup>**  
**INDEMNITY AND INSURANCE**

**Article 1. Indemnification**

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

**Article 2. Insurance**

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

**2.1 Workers' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

**2.2 Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

**2.3 Commercial Automobile Liability Insurance:** covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

**APPENDIX C**  
**SCOPE OF WORK / SERVICES**

**Contract Number:** 2010-0400-8815      *November 15, 2014*   
**Contract Term:** November 16, 2009 through ~~October 31, 2014~~  
**Renewal Options:** This contract contains one, five-year unilateral renewal option to be exercised solely by the State.

The terms and conditions of this contract, including the scope of work/services, are contained in the following documents, incorporated by reference.

Unless specifically amended and approved by the Department of Law the General Provisions (Appendix A<sup>1</sup>) and Indemnity and Insurance (Appendix B) of this contract supersede any provisions in other appendices. In the event a conflict exists among the following agreements and/or documents that have been dually accepted by the State and contractor, the order of precedence for conflict resolution is as follows:

1. General Provisions (Appendix A) and Indemnity and Insurance (Appendix B)
2. Terms and Conditions (Appendix C)
3. Consideration and Payment Schedule (Appendix D)
4. RFP 2010-0400-8815, as amended, issued by the Department of Revenue (Appendix E)
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6. Service Agreement for the G Treasury™ Application Service Provider (ASP) Package (Appendix G)

The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

**Scope of Work:**

A brief description of the scope of work for this contract follows. However, the above referenced contract documents must be reviewed for additional details.

G Treasury (the Contractor) shall provide, implement, support and host a Treasury Management System (TMS) and related interfaces to banking services and reports for the State of Alaska. The G Treasury TMS will replace the existing Sungard treasury system - Resource IQ2. The target date for final implementation is April 30, 2010 or sooner if possible. The TMS will gather bank information reports, establish cash position, convert bank transactions into accounting entries, assign general ledger coding, and interface qualified transactions to the State's general ledger system each business day. The contractor will provide solutions for specific State requirements as defined and agreed to by the parties, and design features that will allow for expansion or modification as required. At the specific direction of the Cash Management Section of the Treasury Division, the Contractor will provide services that include, but are not limited to the following:

- **Configuration and Implementation of a Hosted Treasury Management System to Include:**
  - **Bank Polling and Daily Bank Report Processing**
    - Contractor will interface to specific financial institutions to collect the State's daily bank reports and process them for review by authorized State personnel at predetermined times of day.
  - **TMS Cash Ledger**
    - Contractor will provide a Cash Ledger via the TMS which will track and record the accounting transactions created from transaction assignment business rules and store them for extract to the general ledger.
    - Contractor will provide a cash ledger that will track the balances in each cash ledger account.
  - **Alaska Statewide Accounting System (AKSAS) Custom Interface**
    - Contractor will design and implement a custom interface extract process to record specified accounting entries in the appropriate format to the State's proprietary general ledger system - ASKAS.

- **Ad Hoc Inquiry and Reporting**
  - Contractor will provide access to transaction and ledger account reporting and general transaction inquiry as well as report export and hard copy report print ability for the banking and accounting data stored in the TMS. If custom reports or data extracts are required, the contractor will facilitate the creation of such reports.
- **Bank Relationship and DDA Maintenance**
  - Contractor will provide access to a bank relationship module for conducting maintenance on bank account information as needed for all bank accounts.
- **Cash Position, Projections and Reconciling Expected Activity**
  - Contractor will work with the State to design and implement TMS cash position worksheets, future cash flow worksheets, and automated tools used for reconciliation of projected cash transactions to actual cash transactions.
  - Contractor will work with State to design detailed report and extract processes for performing a daily 3 –way reconciliation between bank balances, TMS cash ledger balances, and general ledger balances.
- **Electronic Funds Transfer**
  - Contractor will design and implement interfaces to banks as required by the State to initiate secure electronic funds transfers by ACH and Fed Wire.
- **User Security and Confidential Data Storage**
  - Contractor will provide secure access for authorized State Employees to access the TMS. The TMS system will provide for secure and confidential storage of the State's banking and accounting data as agreed by the parties.
- **Disaster Recovery**
  - Contractor will provide a frequently tested disaster recovery plan for the State's implementation of the TMS to insure prompt system recovery and access in the event of an emergency at the contractor's primary system hosting location.
  - Contractor will generate daily backups of the system data and securely store such backups for disaster recovery purposes.
- **System Testing**
  - Contractor and the State will work together to facilitate testing of system deliverables. The System will run parallel with the current production system during the initial testing and user acceptance period.
  - If any system problems are detected the contractor and the State will work together to identify and implement solutions to remediate and resolve problems.
- **User Training**
  - Contractor will provide training to the State's employees on procedure and technique for the proper use of the TMS as agreed by the parties.
- **Operational Support**
  - Contractor will provide operational and technical support of the TMS to authorized State employees as agreed by the parties.
- **Other Services**

The description of services in this contract is not meant to preclude the use of new services or technologies as they are developed. The State will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

**APPENDIX D  
PAYMENT FOR SERVICES**

**1. Method of Payment**

The State will compensate the Contractor by direct payment of invoices for services. The Contractor will invoice the Alaska Department of Revenue, Treasury Division for the program costs via periodic billings sent to Cash Management.

The State is exempt from all sales and/or other taxes levied by any other governments. The contractor understands and agrees to only bill the State of Alaska as a tax exempt organization.

**2. Charges**

The Contractor will assess charges for services performed that are listed in the attached Fee Schedule.

The prices in the Fee Schedule are all inclusive. They cover daily operations, 24x7 help desk, on-going maintenance, and future enhancements to the selected modules.

If the State requests Contractor to perform a service that is not included in the attached Schedule of Fees, the Contractor and the State will agree on the charge to be assessed prior to the service being performed.

## FEE SCHEDULE

Implementation Service Description	Estimated Annual Volume	Per Item Fee	Extended Cost
Installation: Project Mgmt, Setup, Consulting, Training	44.5	2000.00	89,000.00
Travel Expenses	4	3500.00	14,000.00
<b>Total one time Fees</b>			<b>103,000.00</b>
<b>Annual Maintenance and Support:</b>			
ASP Monthly Licensing Fees	12		
Monthly system Support Fees	12		
SSB – 3 daily Files	12		
KB	12		
FNBA	12		
WF	12		
BMO	12		
Number of System users	10		
General Ledger Interface	12		
Funds Transfer Initiation and Confirm	12		
Back Office Import	12		
Maintenance of the System Bank File	12		
Addenda Template Module	12		
<b>Total Annual Maintenance and Support</b>			<b>48,180.00</b>
Hourly Programming Rate		250.00	
RSA SecurID® authentication setup one-time fee	1	1500.00	1,500.00
Each Original Token (valid for 3 years)	7	150.00	1,050.00
Replacement Tokens as needed		75.00	
<b>Estimated - Optional costs in Years 2 thru 5</b>			
WebEX/GOTO training	5	2000.00	10,000.00
Support Visits	8	2000.00	16,000.00
Travel Expenses	2	3500.00	7,000.00
<b>Total Optional - Estimated costs</b>			<b>33,000.00</b>

## Appendix G

### SERVICE AGREEMENT FOR THE GTREASURY™ APPLICATION SERVICE PROVIDER (ASP) PACKAGE

This Agreement is made by and between G Treasury LLC, an Illinois Corporation, located at 3 Corporate Drive, Suite 110, Lake Zurich, Illinois 60047, hereinafter referred to as "GTREASURY", and the State of Alaska, Department of Revenue, Treasury Division located at the State Office Building, 333 Willoughby Ave, 11<sup>th</sup> Floor, Juneau Alaska 99801, hereinafter referred to as "CUSTOMER".

1. GTREASURY will grant CUSTOMER access to its Application Services (the "Services") for the duration of this Agreement.
2. Access to the Services is provided via a web site under a proprietary domain name, and is secured via 128 Bit SSL (Secure Socket Layer). Users are issued an Authentication ID and Password to reach the Application Login Screen. A Business ID and User ID and Password are required to reach the Application Main Menu of available functions. An additional Two-Factor Authentication Token may be issued as well.
3. Available Modules, Prices and Payment Terms for the Services are defined in **Schedule A**.
4. Terms of Use, Security Policy and Privacy Policy as of the effective date of this Agreement are included as **Addendum I, II, and III** respectively. These documents may be updated from time to time without notice. The updated versions will appear on the web site.
5. CUSTOMER may, from time to time, request additional Services by signing a specific Work Order that defines each additional service and the price associated to it. These signed Work Orders, if any, shall become part of this Agreement
6. Help Desk Access:
  - a) Hot-line Service - While the Service Agreement is in force, GTREASURY will provide CUSTOMER remote access to qualified GTREASURY personnel, during GTREASURY's normal working hours, currently 7:00 AM to 6:00 PM Central Time, to assist CUSTOMER in problem resolution. After-hours support will be available by reaching an operator and either leaving a message or having the operator contact a qualified customer service representative while CUSTOMER is still on hold.
  - b) Errors - While the Service Agreement is in force, GTREASURY shall use best efforts to correct any errors in the Services caused by GTREASURY which are reported in writing to GTREASURY. Errors are defined as Services results or behavior that is contrary to what is specified in GTREASURY's relevant documentation.

If CUSTOMER reports an error to GTREASURY, CUSTOMER shall give GTREASURY access, if necessary, to all relevant documentation and records, and shall provide such assistance as GTREASURY may request to help substantiate the existence of the alleged error, and to help correct it.

In no event shall GTREASURY have any responsibility to correct any data base errors or any errors or damage caused by or arising out of improper use of the system or input errors made by CUSTOMER. GTREASURY shall have no responsibility to make changes to the Services in order to make the Services compatible with changes in CUSTOMER's computer equipment.

7. Updates/Upgrades - While the Service Agreement is in force, GTREASURY shall provide to CUSTOMER, at no charge, updates, upgrades, and/or enhancements ("Updates") of the Services, which are developed or published by GTREASURY, and are made generally available to its users. All Updates shall become part of the Services, and GTREASURY shall be free to license others with respect thereto.

Due to the nature of our service, if the CUSTOMER decides not to upgrade, there may be additional separate charges for not upgrading and for doing an upgrade after the release of the next version, to upgrade the CUSTOMER to current status. New modules developed by GTREASURY will be available to the CUSTOMER at the then current published prices.

8. GTREASURY warrants that: (a) it has full title to the System and the Documentation or has the absolute right to license the System and Documentation in order to provide the Services to CUSTOMER; (b) GTREASURY has no knowledge of any claim or threatened claim of infringement of any patent, copyright, trade secret, trademark or other third party proprietary right with respect to the System, the Documentation or any part of either of them; (c) neither the System nor the Documentation, nor CUSTOMER's use of either of them, shall infringe upon any patent, copyright, trade secret, trademark or other proprietary right of any third party. GTREASURY will defend, indemnify and hold harmless CUSTOMER from any claim of copyright, patent, or similar infringement provided CUSTOMER notifies GTREASURY in writing upon notice of such claim and cooperates in the defense of such claim. GTREASURY shall have full and exclusive control of any such defense and settlement of the claim.
9. THE FOREGOING IS THE ONLY WARRANTY MADE BY GTREASURY. GTREASURY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. Limitation of Liability: In no event shall GTREASURY's cumulative liability for any claim arising in connection with this agreement, other than under section 8, exceed 1.5 times the total fees paid to GTREASURY by CUSTOMER under this Agreement. In no event shall GTREASURY be liable for any indirect, consequential, special, exemplary, or incidental damages arising out of, or otherwise relating to, the use or performance of the Services or any components thereof, whatever kind, and however caused even if GTREASURY should have known of the possibility or likelihood of such damages.
11. Confidentiality: CUSTOMER agrees that the software, documentation and information acquired under this Agreement are proprietary to GTREASURY and cannot be duplicated in any form for purposes other than those specified in this Agreement. CUSTOMER further agrees that it will safeguard the software, documentation and information acquired under this Agreement with the same care as if it were its own.

GTREASURY agrees that all Confidential Information shall be used only for purposes of providing the Licensed Software and performing the services specified herein and shall not disseminate or allow dissemination of Confidential Information except as provided for in this section. GTREASURY shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the Confidential Information. "Reasonable care" means compliance by GTREASURY with all applicable federal and State laws, including the Social Security Act (SSA) and the Health Insurance Portability and Protection Act (HIPPA). GTREASURY must promptly (within 24 hours) notify the State in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

If Confidential Information is requested to be disclosed by GTREASURY pursuant to a request received by a third party and such disclosure of the Confidential Information is required under applicable State or federal law, regulation, governmental or regulatory authority, GTREASURY may disclose the Confidential Information after providing State with written notice of the requested disclosure (to the extent such notice to State is permitted by applicable law) and giving the State opportunity to review the request. If GTREASURY receives no objection from the State, it may release the Confidential Information within 30 days. Notice of the requested disclosure of Confidential Information by GTREASURY must be provided to the State within 24 hours after GTREASURY's receipt of notice of the requested disclosure and, upon request of the State, GTREASURY shall seek to obtain legal protection from the release of the Confidential Information.

The provisions of this section shall survive the termination of this Agreement.

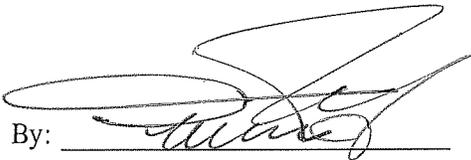
12. Force Majeure and Excusable Delays: Neither party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such party and without its fault or negligence, such causes or events sometimes being referred to as Events of Force Majeure. Each party shall give the other party prompt notice of the occurrence of any Event of Force Majeure that may cause delay hereunder, and the date of performance by any party that gives such notice shall be extended for a period not exceeding the period of delay caused by the Event of Force Majeure so identified. Notification of Postponement and/or delay in delivery of the systems due to Events of Force Majeure must be submitted in writing to the other party and will include a new anticipated delivery date. All performance dates under this Agreement shall be extended for a corresponding period.
13. Default and Termination: Either party may terminate this Agreement prior to its expiration if the other party is in default of any provision of the Agreement and such default has not been cured within thirty (30) days of written notice given to the other.
14. In the event of a conflict between the terms of this Service Agreement and the terms of the Terms of Use Agreement, the terms of this Service Agreement shall control.
15. General Termination: This Agreement can be terminated for reasons other than Default by either party with written notice of cancellation of no less than ninety (90) days from the date of each contract renewal.

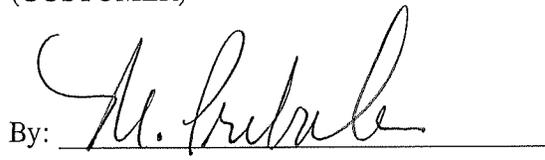
16. Automatic Termination: This Agreement shall automatically terminate if either CUSTOMER or GTREASURY ceases to do business.

17. Governing Law, Venue: This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of Illinois. CUSTOMER agrees that the courts of the State of Illinois, Cook County, and the Federal District Court for the Northern District of Illinois, shall be the exclusive site of venue for actions relating to this Agreement, and hereby consents to jurisdiction therein.

G TREASURY SS, LLC.

STATE OF ALASKA, DEPARTMENT OF  
REVENUE, TREASURY DIVISION  
(CUSTOMER)

By: 

By: 

Name: Orazio Pater

Name: Michelle Prebala

Title: COO

Title: Cash Manager

Date: 11-16-09

Date: 11/18/09

**SERVICE LEVEL AGREEMENT**

1. Hosting Environment. GTREASURY shall maintain the Hosting Environment in accordance with the terms and conditions of this Agreement
  - a. Availability and Monitoring. The Hosting Environment will be available to CUSTOMER'S authorized users at least 99% of the time, not including scheduled interruptions for maintenance or updates as otherwise permitted herein. The Hosting Environment shall be considered unavailable from the time of first failure to respond until service is fully restored. Percentage availability is determined by number of minutes available as a percentage of the number of minutes in a calendar month.
  - b. System Backups and Restoration. GTREASURY will provide backups to the Hosting Environment as follows: (i) an incremental backup will be conducted every day with data sent offsite; (ii) a full backup will be conducted every month. GTREASURY will perform restorations to the Hosting Environment in the event of a service failure. GTREASURY will respond to CUSTOMER requests for restoring files within one business day.
  - c. Credit for Unavailability of Hosting Environment. If the Hosting Environment is not available in any month for a period of time greater than as specified in Section 1(a), above, (excluding scheduled maintenance as permitted herein) then CUSTOMER'S next monthly invoice will include a discount from the monthly fees due for the that month equal to the sum of (i) one half day of hosting fees, plus (ii) one additional day of hosting fees for each increment of eight hours that the Hosting Environment was unavailable during the previous month (the "Un availability Credit"). The Unavailability Credit shall be in addition to, and not in lieu of, any other remedy available to CUSTOMER hereunder and will not exceed the monthly service fee.
2. Support Services. GTREASURY shall provide the support services (the "Support Services") in accordance with the terms and conditions of the Agreement and this **Schedule B**. The Support Services shall include the following:
  - a. Regular Maintenance. GTREASURY will conduct regular preventive maintenance to ensure the proper operation of the Hosting Environment, as more particularly described below ("Regular Maintenance"). Regular Maintenance shall normally be carried out without service interruption. Any non-emergency shutdown that requires the Hosting Environment to be unavailable will be scheduled following at least three days prior notice to CUSTOMER of the scheduled interruption times and, where possible, will be performed after regular business hours. In addition, non-emergency shut downs during business hours will not exceed (i) an average of four hours per month on an annual basis, and (ii) 8 hours in any given month. Regular Maintenance shall include the following:

- (i) Server response and operation monitored 24/7 and server uptime is targeted to be 99% of available time which excludes planned downtime for scheduled maintenance, upgrades, etc.
  - (ii) Continuous automatic virus-scanning of all documents
  - (iii) Daily offsite disk based backup storage, disaster recovery at no charge
  - (iv) Daily/weekly maintenance to the server platform and software
  - (v) Business hours telephone response (M-F 7AM -6PM Central Time)
  - (vi) Upgrades to the hardware/software platform
- (b) Help Desk Support. GTREASURY will provide technical support for the use of the Services as provided in Section 6 of the Agreement and as otherwise provided herein.
- (i) GTREASURY shall provide support services with respect to system failures or deficiencies ("Issues") at CUSTOMER'S request. GTREASURY shall use its best efforts to provide such support services in accordance with the following response schedule, based upon the severity of the event for which support is requested:

Severity Level	Severity Level Description	
Severity 1	Inability to use any major functions of the Services, resulting in a critical impact on user objectives.	Time to respond is one hour during Support Hours and updates will be provided every 4 hours until resolved.
Severity 2	An important existing functionality is not available and there is not an acceptable workaround.	Time to respond is 4 hours during Support Hours and updates will be provided every business day until resolved.
Severity 3	Incorrect behavior of the Services, or an important existing functionality is not available but there is an acceptable workaround.	Time to respond is 1 business day during Support Hours and updates will be provided every 3 business days until resolved.

- (ii) GTREASURY will create and maintain a Disaster Recovery Plan for the Hosted Environment, which Disaster Recovery Plan shall include without limitation a mutually acceptable program of annual Disaster recovery testing. In addition, GTREASURY shall use its best efforts to (i) provide full recovery of the Software and its functionality within forty-eight (48) hours following a Disaster, and (ii) to limit the period of data loss resulting from a Disaster to twenty-four (24) hours. For purposes of this Agreement, a "Disaster" shall mean any event, regardless of cause, that makes the Hosting Environment unavailable to CUSTOMER or is reasonably anticipated to be unavailable to CUSTOMER for a period greater than 8 hours.
- (iii) Resolution of application issues based on the severity levels above are as follows:

Severity Level 1 – Work to resolve the Issue will be performed diligently until resolved with the goal for resolution of 8 hours or less.

Severity Level 2 – Work to resolve the Issue will be performed diligently with the goal for resolution of 2 business days or less.

Severity Level 3 – Work to resolve the Issue will be performed diligently with the goal for resolution of 5 business days or less.

- b. Releases – Support and maintenance services also include the delivery and implementation of any and all new releases, updates, bug fixes, corrections, service packs and improvements (collectively "releases") of the software that GTREASURY makes generally available to its customers; provided however, that such implementation shall be limited to any normal and customary implementation services that GTREASURY provides to all its customers in connection with a new release.
- c. Documentation – GTREASURY shall provide any and all updated Documentation for any modification to the Services to CUSTOMER as such Documentation is generally released, or more frequently if significant errors and/or discrepancies are discovered in such Documentation that materially adversely affect CUSTOMER'S use of, or access to, the Services.
- d. Service Privacy and Security:

GTREASURY will (a) report Security Incidents to CUSTOMER within two (2) hours of discovery by GTREASURY, (b) investigate all Security Incidents with notice to CUSTOMER of investigation findings, and (c) will involve and/or cooperate with CUSTOMER and law enforcement authorities if a criminal violation is suspected.

A "Security Incident" shall mean and include any unauthorized or unlawful acts that allow or could allow access to CUSTOMER information that is stored or maintained by GTREASURY, or any system or network security violation, including, but not limited to, the following:

- Unauthorized access to any data from an unauthorized user, system or network for any purpose which is not lawful or which is intended to do harm.
- Unauthorized access to or use of data, systems or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the CUSTOMER of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the CUSTOMER of the system or network. Interference with service to any CUSTOMER user, due to mail-bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- Known attempts by unauthorized persons to breach security or access data maintained by GTREASURY, which may expose CUSTOMER Information to unauthorized use or corruption.
- Any violation of the Use Policies that could affect the security of CUSTOMER information.

In the event that GTREASURY reports at least four (4) security incidents within a twenty-four (24) hour period, or security incidents occur at such a frequency that CUSTOMER determines at its sole discretion to be at risk of unauthorized disclosure of CUSTOMER Information, GTREASURY will remove CUSTOMER Information from GTREASURY system and network at CUSTOMER'S direction, and CUSTOMER shall have the right to terminate this Agreement.

## ADDENDUM I

### TERMS OF USE AGREEMENT (THE AGREEMENT)

If you would like to have a paper copy of these Terms of Use sent to you, please send a request via e-mail with your name and address to:  
[cashmgmt@GTREASURY.com](mailto:cashmgmt@GTREASURY.com)

**Please read these Terms of Use Agreement carefully before using this site:**

These terms and conditions set forth below constitute an agreement between GTREASURY Web Services, Inc. (the "Provider") and you, the user (the "User") of this website ("Web Cash"). When you use or access, or permit any other person(s) to use or access Web Cash, you agree to the terms and conditions of these Terms of Use. The Provider may amend or change these Terms of Use (including applicable fees and service charges) from time to time, in our sole discretion, by sending you written notice by electronic mail or by regular mail (sent to your address as it appears on your account records) or by posting the updated terms on the sites within Web Cash (the "Site(s)"). Please access and review these Terms of Use regularly. If you find the Terms of Use unacceptable to you at any time, please discontinue your use of Web Cash.

As used in these Terms of Use, "you", "your", "user", or any other similar reference, whether capitalized or not, refer to the person using this Site and, if the User is an employee of a company and making use of the Site for business purposes, it includes the user's company, its officers, employees, members, agents, successors and assigns. "We", "us", or "our" refers to the Provider and any agent, independent GTREASURY, designee, or assignee the Provider may, at its sole discretion, involve in the provision of Web Cash.

As a user of this Site, you agree to comply with all the policies described below.

**Web Cash.**

Web Cash is an online financial services website offering a variety of content, products and services. The Provider grants to you, for your personal or internal business purposes only, a nonexclusive, limited and revocable right to access and use the Sites. You agree not use Web Cash for any other purpose, including commercial purposes, such as co-branding, framing or linking, without the Provider's prior written consent.

**Fees.**

Access to Web Cash is provided for a fee. Please refer to your current Service Agreement for the specific terms and conditions applicable to each

product or service.

**Equipment.**

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, and Internet access services necessary to use or access any aspect of Web Cash. The Provider will not be responsible for any errors or problems that arise from the malfunction or failure of your hardware, software, or any Internet access services.

**Confidentiality.**

You agree that all product information you obtain from accessing Web Cash is confidential information, and constitutes the copyrighted work of Provider (hereafter the "Restricted Content"). You agree: (i) not to disclose Restricted Content to any person outside of employees of Your Company, without first obtaining the written consent of Provider; (ii) to use Restricted Content solely for the purpose for which it is intended; and (iii) to use at least the same effort You use to protect your own confidential information (but not less than reasonable care), to prevent the unauthorized disclosure of such Restricted Content. These obligations are in addition to any Non Disclosure Agreement ("NDA") you may have signed with Provider, and in the event of a conflict, any written NDA shall control.

**Access codes and passwords; no hacking.**

In order to log in to Web Cash you will be provided an Network Access ID and Password, plus a Business ID, User ID, and Password or other access code to make use of the Site. You agree that these IDs, passwords, and access rights are owned by the Provider and that you will not disclose these passwords or access codes to anyone or by any means, and that you will maintain such access codes and passwords securely so that no other person may gain access to such codes. You further agree that you will not try to gain access by hacking to parts of the Site that you are not expressly authorized to use. If you suspect or know that your access codes or passwords have been compromised in any way, you should report this situation immediately to Provider by sending us an email at [cashmgmt@GTREASURY.com](mailto:cashmgmt@GTREASURY.com)

**Copyright and Trademark Notices.**

The images, text, screens, and web pages appearing on the Internet sites within the Sites are owned by Provider, or others, as indicated and are protected by copyright laws. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the product information and materials on the Sites, except as provided in Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Sites are the trademarks, service marks or logos of Provider, or others as indicated.

**Compliance.**

In addition to these Terms of Use, you agree to comply with all applicable State and Federal laws and regulations. In the event of a conflict between the terms of these Terms of Use and your current Service Agreement with us, the terms of your Service Agreement will control.

**Limitation of Access.**

A violation of the Terms of Use may cause termination, suspension or limitation of your access privileges to Web Cash, in whole or in part, at any time without prior notice.

**Damages.**

THESE TERMS OF USE STATES OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY AS IT RELATES TO WEB CASH. IN NO EVENT SHALL THE PROVIDER OR ITS AFFILIATES BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO ANY ACCESS TO OR USE OF WEB CASH, OR THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, EQUIPMENT, SOFTWARE, OR ANY INTERNET ACCESS SERVICES.

**Warranties Disclaimer.**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF WEB CASH IS AT YOUR SOLE RISK AND THAT THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT PROVIDER MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE SITE OR IN ANY APPLICABLE AGREEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROVIDER DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO WEB CASH AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES.

**Site Links.**

The Sites may contain links to other third party web sites. The Provider is not responsible for, nor does control, the content, products, or services provided by linked sites. The Provider does not endorse or guarantee the products,

information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Provider and have a privacy policy different than that of the Provider. Your access, use and reliance upon such content, products or services are at your own risk.

**Privacy.**

Except as may otherwise be required by law, the Privacy Policy posted on this Site applies to your Site visit and use. You acknowledge that you have read and agree to the Privacy Policy. You should be aware, however, that a Linked Site may contain privacy policies that differ from the policy on this Site. We are not responsible for any of those other sites' privacy policies and expressly disclaim any liability related to such policies.

**Indemnity.**

You acknowledge and agree that you are personally responsible for your conduct while using Web Cash and agree to indemnify and hold the Provider and its affiliates and their officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of Web Cash or your violation of these Terms of Use or the rights of any third party.

**Risk of Loss.**

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

**Miscellaneous.**

We will not be deemed to have waived any of our rights or remedies under these Terms of Use unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## ADDENDUM II

### SECURITY POLICY AND INFORMATION

Information security is one of our highest priorities. We use state-of-the-art software and other technologies to prevent unauthorized users from accessing our systems, especially those accessible from the Internet.

Access to our Site will immediately force 128-Bit SSL encryption (https). If your browser does not support this level of encryption you will receive an error. You will need to upgrade your browser in order to access the Site.

Initially, upon requesting access to the secure Site, a user will be prompted with a challenge containing a Network Access ID and Password. Upon successful access to this screen, the Web Cash application login page will appear. At this time, the user will be prompted for a Business ID, a User ID, and a password in order to access the Web Cash application main menu.

Following are descriptions of some of the layers of technology we employ to help ensure the confidentiality of your transactions:

1. Browser Encryption
2. Access IDs and Passwords
3. Network Security and Monitoring
4. Optional RSA SecurID Token Access

#### **1. Browser Encryption**

We require the use of a 128-bit secure browser to login to your account and perform transactions. Netscape Navigator®, Netscape Communicator®, and Microsoft® Internet Explorer are all secure browsers. If you are not using one of these browsers, or if your browser does not meet the security requirements of our Site, you will need to upgrade to a suitable browser.

Remember that once you've downloaded the proper browser, you must install it on your computer. Follow the browser manufacturer's instructions that appear on your screen.

Secure browsers employ secure sockets layer (SSL) technology to communicate with servers. This technology encrypts—or scrambles—the entire communication so it's virtually impossible for anyone other than you and the Provider to read it.

#### **Q: What is SSL?**

**A:** SSL is a protocol designed by Netscape Communications Corporation to

provide secure communications on the Internet. SSL does three things:

SSL authenticates that the server you have connected to is the one it purports to be. You can be assured that you are actually communicating with the Site, and not a third party trying to intercept the transaction.

SSL creates a secure communication channel by encrypting all communication between the user and the server.

SSL conducts a cryptographic word count to ensure data integrity between the server and the user. The word count or checksum provides a count of the number of bytes in a document and ensures the exact number of bytes is transmitted and received. With SSL, even this checksum is encrypted so it cannot be modified. If a message is not received in its entirety, it is rejected and another copy of the message is sent automatically.

**Q: How can I tell when my connection is secure?**

**A:** The padlock or key icon on your browser, indicating a secure connection, should appear locked or connected immediately upon accessing the Site.

**2. Access IDs and Password**

Once a secure browser connection is established you will still need to provide a business ID, username, and a password in order to enter the application area of the Site. Your password is not displayed when entered. If you do not provide this information, we cannot give you access to the application main menu.

**Q: How I can protect myself?**

***A: Don't share your password***

Never reveal your password to anyone. Never write it down where anyone can find it or figure out what it is. Change your password often, and be sure that you do not use common words that can be found in a dictionary, or numbers in a series. Try using birthdays combined with pet names, or sports teams combined with a birthday for example. Never access the Site from a computer that an un-trusted individual may have access to. Treat your online username and password with more care than you use for your automated teller machine (ATM) or credit card personal identification number (PIN). With the PIN, you need to present the card. Here you only have the password. In addition, you should make sure that no one is physically watching as you enter your password.

***Run a reliable antivirus and software to remove spy-ware***

Take standard precautions to keep your computer free from viruses and spy-ware. The latter may be able to record your keystrokes and transmit them to another computer that would then have access to the Site "spoofing" your

own access.

***Log Out***

Please use our "Log Out" feature if you are going to be away from your computer for an extended period of time. Logout will end your session, and you will have to submit your username and password before entering the website again. We strongly recommend shutting down your browser as a good way to prevent others from using your access.

***Inactivity Timeout***

After a period of inactivity your current session on the website will automatically timeout. To restart your session, re-enter your username and password at the log in screen.

### ***Restart Your Browser***

Restart your browser after using the Internet in order to erase copies of information stored in a working area in your computer (known as the cache). As a result, this information will not be at risk of being viewed by others who use your computer.

### ***Update your password***

One of the most effective steps you can take to ensure the security of your business accounts is to update your password frequently. We're making it easier for you to take this simple, but important step, by asking you to update your password every 60 days. When your password expires, we'll prompt you to choose a new one, and remind you that new passwords:

- Must be different than your last five passwords
- Cannot use the same letters consecutively
- Cannot match your Social Security Number
- Must be 7 to 16 characters long

### ***Additional Steps***

- Change your password when an employee with access loses authorization or leaves the company.
- Never write down your password.
- Never leave your computer unattended during a Web Cash session.

## **3. Network Security and Monitoring**

Firewalls are used to shield our systems and proprietary networks from any unauthorized Internet traffic. The purpose of a firewall is to ensure only authorized traffic is allowed to pass to our systems and networks—all other traffic from the Internet is rejected. Firewalls also create logs of network traffic that allow for centralized auditing and security monitoring. Once your information has been entered, we use an encrypted network to transport data between all our systems and our partner systems to make online banking secure and to protect your personal information. Ensuring the security of your financial transactions is an ongoing process. As such, we employ around the clock security monitoring of our systems and networks.

## **4. Optional RSA SecurID Token Access**

Web Cash recommends the use of RSA SecurID KeyFOB. The KeyFOB is a lightweight and water resistant token that displays a randomly generated access code, which changes every 60 seconds. The KeyFOB provides a two-factor authentication: the user logs in by entering a secret personal identification number (PIN) followed by the current code displayed on the

SecurID token. Web Cash recommends use of the RSA SecurID to provide another level of access security to safeguard confidential information and to secure the initiation and approval of funds transfers and other sensitive transactions. A SecurID token typically lasts up to two years before it runs out of battery power and needs to be replaced with a new one.

## **Security Definitions**

- Encryption: A method of scrambling information while it moves from one source to another to prevent others from reading it.
- Online Purchasing: Buying goods or services over the Internet.
- Secure Browser: An Internet browser that has SSL encryption version 3.0 or higher to conduct secure financial transactions over the Internet.
- Secure Socket Layer (SSL): A form of encryption that protects information being transmitted over the Internet to prevent tampering while it's in transit.
- Secure Transaction: A transaction that is protected from outside tampering.
- Firewall: Firewalls are used to shield our network from the Internet.
- Cookies: A "cookie" is a small text file placed on your hard drive by our web page server. Cookies are commonly used on websites and do not harm your system.
- Security Token: An external tool to authenticate individual access in addition to any other IDs and Passwords. The most common of such tools is the RSA SecurID KeyFOB.

## **Phishing**

Recently, identity thieves have been sending bogus e-mails to trick customers into divulging personal or financial information. Many of the e-mails feature company logos and language. In addition, some show exact copies of company website pages.

"Phishing," as the practice is called, has been widespread throughout the past several weeks and shows no signs of stopping. In fact, an estimated 60 million such e-mails were sent during the last two weeks of 2003.

It is important for customers to be aware of these bogus e-mail scams and to guard their own financial accounts. Protect yourself from e-mail scams Provider will never ask for your User ID and password in e-mail. If you receive an e-mail asking for such confidential information, follow these steps:

- Do not respond to the e-mail.
- Please forward the e-mail to [cashmgmt@GTREASURY.com](mailto:cashmgmt@GTREASURY.com)
- Delete the e-mail to avoid future confusion

## ADDENDUM III

### PRIVACY POLICY

**Please note: The Print button does not work on all browsers. An alternative is 'CTRL P' or 'Apple P'.**

This policy explains what Provider does to keep information about you private and secure. We want you to know how we manage that information to serve you. Please read this Policy carefully; if you are a customer, your choices may have changed.

#### **Q. What information do you have about me?**

A. To provide services and to help meet your needs, we collect and keep information about you from various sources, for example:

- We keep information from your accesses and your requests for our products or services. One example is the number of times you access a particular function or module.
- We keep information about your bank account balances and transactions, based on your data retention policies.
- We keep information about your funds transfer models and transactions, including counterparty names and addresses.
- We keep general ledger information about your transactions.
- We keep static information about your banks, bank account, operators, general ledger accounts, counterparties, etc. in order to support your daily activities using our system.

#### **Q. How do you safeguard information about me?**

A. We take a number of steps to protect the privacy of information about you. Here are some examples:

- We keep information under physical, electronic and procedural controls that comply with or exceed governmental standards.
- We authorize our employees, agents and GTREASURYs to get information about you only when they need it to do their work for us.
- We require companies working for us to protect information. They agree to use it only to provide the services we ask them to perform for us.
- When you use our online services, we use electronic and physical firewalls. These firewalls protect our databases and Web servers, where your information is processed and stored. To protect information about you as it is passed between your computer and our systems, we use encryption technology. The encryption makes it nearly impossible for others to decipher the information.

**Q. Is information about me shared with any other service providers or other third parties?**

A. No.