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LEGISLATIVE COUNCIL State House Facilities Committee

Thursday, April 28, 2016
9:30 AM

Legislative Council Chamber
(Room 334)

Agenda

Old Business

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- 1 Item #1: Webcasts and Archived Files – Recommendation for archived recordings of Chamber Sessions and Committee Meetings
- 11 Item #2: Tartan Stone Proposal for the State of Maine

New Business

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GRANT T. PENNOYER

EXECUTIVE DIRECTOR
OF THE LEGISLATIVE COUNCIL




MAINE STATE LEGISLATURE

OFFICE OF THE EXECUTIVE DIRECTOR
LEGISLATIVE COUNCIL

MEMO

To: State House Facilities Committee Members

From: Grant Pennoyer 

Date: April 28, 2016

Re: Sliq Media Contract

Attached is a copy of the Sliq Media Contract with the Maine Legislature, which was requested at the last Council meeting. I have included a one-page summary of the key provisions of the contract that should answer most of your questions about the contract. A hard copy of this will be included in the packet of materials for the meeting on Thursday morning. Please let me know before the meeting if you have any new questions about the contract so that I can try to be prepared to answer them.

I will also see if we can make decisions on the recording and archiving of Chamber videos separately from the committee audio recording and archiving. It sounded like most of the concerns were focused on the committee audio, where not properly informing the public was expressed as a concern along with the initial confusion among legislators about what committees were being recorded. I would hope that the Senate and House session video recordings could be approved with archiving and indexing via the International Roll Call interface as originally planned using Sliq Media. These video primarily involve only legislators and they are well-controlled by the chamber staff.

If my suspicions are correct, the concerns focus almost entirely on committees. I would hope that we could reach a decision fairly soon, particularly if we are not going to take full advantage of all services planned in the contract. It seems wasteful to pay a the committee audio recordings and archiving, if the Legislature is not going to fully utilize that service. As you can see from the attached contract, we have a good deal of flexibility in changing it prospectively or even ending it completely for the next quarter and will react to the Legislative Council's decision by reworking the contract with Sliq or even potentially choosing something else entirely different to provided streamed committee meetings. As for committee audio, we have several options that include:

- Streaming only with no recording or archiving (new programming would be required);
- Recording and archiving, but making it available only by request (which is how this session was handled); and
- Recording and archiving and making it easily accessible on the Legislature's calendar page for each scheduled meeting (which is what Sliq was working with LIT to implement, but halted due to concerns).

Again, please let me know if you need more information to help your decision-making on Thursday.

Summary of Key Provisions in the Contract between Maine State Legislature and Sliq Media Technologies Inc.

Summary : As part of an all-inclusive service agreement, Sliq Media provides all the hardware and software required to both broadcast (web) and archive all Senate and House sessions (video) and committee meetings (audio) over the internet. All recorded events are stored locally (on Legislature-owned servers) as well as on Sliq's 'Harmony Cloud Streaming Service', for (future/potential) public access. (Note: Sliq uses Amazon for cloud (server) services; safe, world-class, secure, and reliable.)

Service Capacity: Sliq provides unlimited live and 'video on demand' Internet streaming services for 2 video venues (House and Senate) and 14 audio-only venues (committee rooms) for the Legislature. Storage of all audio and video files on Sliq's 'cloud servers' is included in the service agreement.

Maintenance : The Sliq Media service agreement includes maintenance, repair and replacement of all computer hardware (audio/video encoders) used to play back and record all audio and video.

International Roll Call (request to speak, chamber microphone interface): Sliq Media provides programming support for the (software) interface between the International Roll Call system and Sliq for indexing of Senate and House video.

Licenses & Deliverables: Sliq Media provided all audio/video equipment and software licenses required to use the Sliq platform for the duration of this agreement. (If agreement is terminated, the encoding equipment would be returned to Sliq and the Legislature would have to purchase similar equipment and develop similar functionality to broadcast legislative proceedings.)

Services Fees: Contract fee for covered service is \$2,700.00 US dollars per month, payable in advance, billed quarterly.

Termination of Contract: Contract may be terminated by either party at any time with 30 days' notice. At termination, all provided audio/video hardware that was provided as part of the Sliq service would be returned (audio/video encoders primarily). All provided services would cease on last day of month for which payment has been made.

Audio-Video Files (Ownership and Access): Upon termination for contract, contract language specifies that the Legislature would have 30 days to extract and delete their collected audio and video files from the Sliq cloud servers (see contract Section 3, clause 3.2 Confidentiality; Proprietary Rights). Once deleted from Sliq's cloud servers, archived (chamber) video and (committee) audio files would no longer be available to the public through the planned configuration using Sliq Media's web site. The Legislature has the ability and rights to extract then delete these files at its discretion. The decision to store a 2nd copy of all files on local Legislature-owned servers leaves the Legislature with the ability to respond to any current/future FOAA requests. All recordings will be stored on Legislature-owned servers to comply with a formal Record Retention policy. Current Record Retention policies do not cover these recordings at this time.

SLIQ HARMONY CLOUD SAAS SERVICES ORDER FORM

Customer: Maine State Legislature	Contact: Kevin Dieterich
Phone: (207)287-1326	Email: Kevin.Dieterich@legislature.maine.gov
Address: Legislative Information Technology 100 State House Station, Room 262 Augusta Maine 04333-0100	Billing: Dawna Lopatosky Executive Director's Office 115 State House Station Augusta ME 04333
Services: Harmony Cloud Streaming Services (the "Service(s)").	
Services Fees: \$2,700.00 US dollars per month, payable in advance, billed quarterly, subject to the terms of Section 4 herein.	Initial Service Term: August 1, 2015 to October 31, 2015 (Quarterly) Fees and billing will only start once Customer signs off on receipt of all deliverables stated in the statement of work summary.
Service Capacity: unlimited live and VOD Internet streaming services for 2 video venues and 14 audio-only venues	
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work Summary ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. A more detailed statement of work will optionally be mutually agreed upon by Customer and Company at a later date. Implementation Fee (one-time): Waived	
Pilot Use: Check here <input type="checkbox"/> if Services use during the Pilot Period will be restricted to non-productive evaluation use. If so, then, notwithstanding anything else, in connection with such pilot/evaluation use (1) no fees will apply, except for any Pilot Use Fee specified below, (2) the Services are provided "AS IS" and no warranty obligations of Company will apply, and (3) Customer may terminate this Agreement and all of its rights hereunder by providing Company written notice thereof no less than 10 days prior to the end of the Pilot Period; otherwise, this Agreement shall continue in effect for the Initial Service Term (subject to earlier termination as provided in the Agreement). Pilot Period: N/A Pilot Use Fee: N/A	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 31st day of July, 2015 (the "Effective Date") between Sliq Media Technologies, Inc. with a place of business at 3500 De Maisonneuve Ouest, Montreal, Quebec ("Sliq" or "Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Sliq Media Technologies:

Maine State Legislature:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against

any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company 25 days from receipt of proper invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to

and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5.3 Within 15 working days of the last day on which the Services are provided, Customer will return to Company all equipment provided by Company and remove all Company provided software from its systems.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of New York without regard to its conflict of law provisions.

EXHIBIT A

Statement of Work Summary

Scope of work

Sliq will install and configure software, encoders and cloud services to enable the Maine State Legislature to stream live and on-demand 2 venues with video and 14 venues with audio over the Internet. Sliq will provide training and API support as required.

Customer equipment

The Customer shall provide 2 Windows Server 2008 or 2012 virtual machines and a storage repository for archives.

Sliq equipment

Sliq shall provide during the term of this agreement encoding equipment to be hosted onsite at the Maine State Legislature with enough capacity to encode and archive 2 video and 14 audio venues.

Licenses & Deliverables

Sliq will provide equipment and software licenses required to use the Sliq platform for the duration of this agreement.

Detailed Scope of Work

A detailed scope of work will be mutually agreed upon by Sliq and Customer shortly after execution of this agreement covering the following topics:

- Out of Scope Items
- Sliq Team
- Project Manager
- Customer Team
- Customer responsibilities prior to service delivery
- At service delivery
- Installation requirements
- Project plan
- Extension & Change requests
- Milestones
- Completion Criteria

EXHIBIT B

Sliq Standard Service Level Agreement Terms

The following is Sliq's standard Service Level Agreement (SLA):

1. Software License Terms

Standard Sliq shrink-wrap End User License Agreement terms and conditions apply.

2. Limited One Year Warranty for Sliq Software

Sliq warrants that off the shelf and custom software and services provided by Sliq will function in accordance with published or contractual specifications relating to functionality, capacity, performance and compatibility of Sliq products during the term of this Agreement.

3. What is Covered

The following items are covered under Sliq Warranty

- Sliq server software installed on servers
- Sliq end user software interfaces (usually DHTML and JavaScript)
- Sliq software installed on workstations
- Sliq cloud streaming services

4. What is Not Covered

The following items are not covered under Sliq Warranty

- Changes to system software configurations (new user accounts, ACL changes, addition of new software, changes to existing software)
- Addition of new equipment to configuration outside of published or contractual specifications.
- Malfunction or failure of customer equipment
- Overload of customer equipment or software outside of published or contractual specifications
- Transfer of Sliq software to new configuration or environment
- Suitability of Sliq software to Customer usage within published or contractual specifications
- Addition of new versions of Operating Systems or Operating System components
- Improperly or inadequately configured client stations
- System security
- Software virus, worms or general security breaches
- Compatibility with operating system and third party software updates, service packs and hotfixes
- Customer or third-party modifications to Sliq software

5. Customer Responsibilities

The Customer is responsible for at least the following items:

- Physical and network security
- Maintenance of Customer servers (log files, etc.)
- Reporting any perceived or anticipated problems to Sliq
- Provide reasonable resources to help Sliq resolve problems
- Providing Sliq with Customer modified source code for validation
- Communicating major changes in configuration to Sliq within a reasonable time before the change and consulting Sliq regarding the impact of said change
- Testing new configurations in a lab environment with Sliq software and consulting Sliq before production deployment
- Providing valid data to Sliq systems for programmatic operations

6. Problem Resolution

Sliq will resolve software defects under warranty using a severity based system. If a problem is not under warranty such as incompatibility introduced with a change in configuration, Sliq will still provide the same level of support but will charge the client based on pre-approved rates subject to The Customer’s approval.

7. Severity Levels

When problems are reported to Sliq, they are assigned a severity level based on the following criteria:

Severity 1 System down	The Customer’s system is inoperative due to a failure or defect in Sliq software, and resources are provided 24 hours per day to work the issue.
Severity 2 System highly impacted	The Customer’s system is not completely down, but there is a major impact to The Customer’s operation.
Severity 3 System impacted	There is a minor impact to The Customer’s operation.
Severity 4 Minor	The system is operational, but there are infrequent errors.
Severity 5 Feature	Used for reporting deficiencies in documents, features and aesthetics.

8. Escalation Schedule

The following table illustrates the escalation process for problems reported to Sliq:

Severity	Elapsed Time	Problem Escalated to
1	8 hrs.	VP Operations
	24 hrs.	President or Executive
2	3 days	VP Operations
	7 days	President or Executive
3	10 days	VP Operations
	14 days	President or Executive
4	45 days	VP Operations
	60 days	President or Executive

9. Support Work Flow

1. Customer will identify and articulate to Sliq staff via phone call or email the symptoms of the problem as perceived by The Customer and describe the conditions and events leading up to the problem.
2. Sliq will conduct problem determination and resolution using custom and commercially available tools to determine whether the problem resides in the host environment of The Customer and/or Customer’s contracted service provider or in the Services and Software of Sliq.
3. Sliq will verbally deliver to Customer an estimate of the problem and an estimate of the time and resources required to resolve such problem.
4. Sliq and Customer will collectively use commercially reasonable efforts to resolve any problems encountered by Customer directly relating to Sliq Services and Software with priority given to critical and service impacting matters. Customer shall where deemed necessary by Sliq staff, provide adequate physical and/or electronic access to Customer equipment to Sliq staff in order to allow Sliq staff to diagnose and resolve problems.
5. In the event that the Sliq staff member who is in contact with The Customer is unable to resolve The Customer’s problem, the severity of the issue will be escalated, and a technician, software developer or an Officer of Sliq will be contacted to aid in the resolution of The Customer’s problem. A higher-level escalation shall take place in accordance with the above escalation schedule if required.

10. Support Availability

1. Sliq will have staff available to take Customer support phone calls in Sliq offices from Monday through Friday every week from 8:30 AM to 5:30 PM Eastern Standard Time. Sliq offices may not necessarily be open for business on standard Canadian and Quebec holidays and therefore staff may not be available to take support calls from the office during these holiday periods.
2. After business hours, on weekends and during other periods when Sliq staff may not be available to take Customer support phone calls, Customer will have the mobile phone and/or pager access coordinates of at least three Sliq staff members. Sliq staff will have designated availability schedules and have pre-determined after-hours escalation procedures. If any periods arise where Sliq has reason to believe that none of its staff will be available to The Customer for support issues, Sliq will inform Customer twenty-four (24) hours in advance of such unavailability.
3. Sliq staff may be required to travel to Customer's premises to resolve technical issues and problems. If the issue is covered under warranty, there will be no charge to The Customer for associated labour fees. The Customer is, however, responsible for reimbursement of reasonable travel costs at market rates based on a pre-approved quotation provided by Sliq.

11. Per Diem Rates for Out of Scope Work

Category of Personnel	Per Diem Rate (7.5hrs)
Multimedia Programmer / Analyst	\$1,125
Streaming Programmer / Analyst	\$1,125
System Architect	\$1,125
Test/Development Technician	\$ 950
Trainer	\$ 950
Project Manager	\$1,125

*** Subject to inflationary increases*

12. Pro-rata Credit for Disruptions

Sliq provides Service Credits for Downtime and Major Performance Problems (the "Disruption") associated with the Hosted Services in accordance with the terms and conditions hereof (the "Service Level Warranty"). The Service Level Warranty is a limited warranty and shall not apply to performance issues (i) that resulted from any actions or inactions of Customer or any third parties related to the Customer; or (ii) that resulted from Customer equipment or third party equipment that is not within the sole control of Sliq. A "Service Credit" shall mean an amount equal to the pro-rata monthly recurring subscription charges for the period of the Disruption in excess of 24 hours. The Customer must request the credit from Sliq which will be applied against the following service invoice.

PICTISH STONE ART

Artist Frank Maurer has traced his ancestral connections to the Picts of Scotland, the master Celtic stone-carvers. The Picts predated by many centuries the Scotti, who settled Scotland from Ireland in the 4th-5th c. AD.

Launching his stone carving career with a miniature of the beautiful symbol stone--The Crow Stone (circa 6th c. AD)--of Rhynie (Gordon District) Scotland, the artist has branched out, creating both Celtic and non-Celtic themes in stone for viewers' eternal delight.

Frank created the "Tartan Stone" to commemorate Scottish Americans and the 1998 U.S. Senate Resolution for Tartan Day (April 6). Over half of U.S. states' archives have received such a stone.

Frank holds a doctorate in Vertebrate Zoology and Ecology from Cornell University, and has been interpreting the world and its fascinating biological systems to his fellow humans for several decades.

State Tartan Day Stone Presentations

He presents one hand-carved stone to each state to commemorate Tartan Day, 6 April, and the accomplishments of Scottish-Americans.

Tartan Day was first declared by the U.S. Senate as a Resolution in 1998 and later as a national day of recognition in 2008. He created the first Tartan Stone in 2000 with a presentation to the California State Archives. The 6th of April was chosen because Robert the Bruce of Scotland wrote the Declaration of Arbroath on that date in 1320, asking for the freedom of Scotland from England. It was sent to the then Pope of France at Avignon. Thomas Jefferson used this document as a model for the U.S. Declaration of Independence (a comparison of the two documents may be seen in Mark of the Scots by Duncan Bruce).

His stones contain the engraving "Tartan Day" with the current date and several official state symbols, all hand-carved with a mallet and chisel, the only tools he ever uses. The ceremony covers some of his own personal life history, Scottish genealogy (He am a descendant of the Scots and Picts through his mother), DNA history, the intermingled history of Scotland and the United States, and the history and future development of the newly declared celebration of Tartan Day. This is certainly a ceremony celebrating many levels of history. Along with this, he tries to relate the important work done by our state archives. He offers this simply put-together ceremony gratis to a state archives, an historical society, a genealogy group, or a Scottish society located in each state (he needs only a table, a (blue) cloth, and a reading lamp). "All that I ask in return is a letterhead note to me recognizing the ceremony and the receipt of the Tartan Stone, which I use in my educational children's programs. Of course I wear a tartan

(kilt) during the ceremony and explain its history as well."

Frank further adds, "After a long cross-country trip, I am loaded with stone for the states of PA, NY, CT, and RI for next year's presentations. The RI stone is from the actual building removed for a restoration project! (If all goes well, VT, NH, MA, and ME will be the year after.) I use stone that was used for some part of the construction of each state capitol. The National Stone was Aquia sandstone from George Washington's estate, the same stone quarried from the National Quarry in Virginia to build our DC capitol. Along the way, I continued my biological wildlife projects in NV, WY, and NM. There is so much work to be done to help protect habitat for our nation's remaining wildlife. I am trying to do my part. Any help for contacts for next year's presentations would be greatly appreciated."



Completely and always hand-carved with chisel and mallet, a few of the recipients of Frank Maurer's work include: Sean Connery, Alastair Fraser (Scottish fiddler), Gary Snyder (poet), the California State Archives, the Washington State Archives, the City of Aberystwyth (Wales), the Welsh Assembly, the Cornish Council, the Scottish Wildlife Trust, the Scottish Parliament and over half of the U.S. states.

Frank does stones for all occasions: general gifts, weddings, memorial stones (humans/pets), business or group logos, family crests, tartan stones, raffle items for charities, hands of children or couples from a photo copy, exact copies of children's art, or other custom art. Deposit only needed, then up to six months (no interest) to pay the balance of the donation.*

Mailing: most stones can be sent for between \$10 and \$30; this includes both packing and shipping.

I give lessons, 10 years and older (makes a nice gift for someone special!)

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Indiana Archives and Records Administration

Indiana Tartan Stone

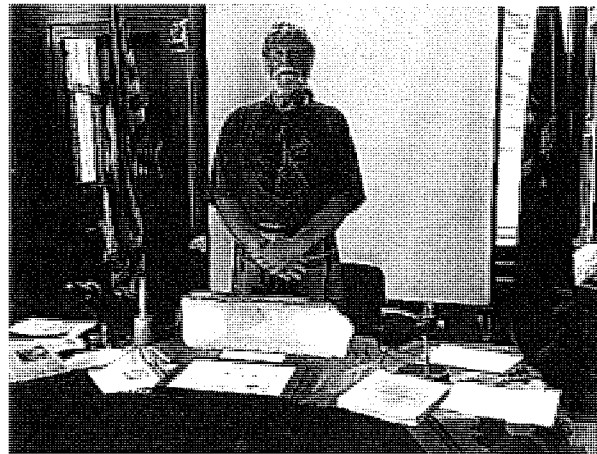
On July 30, 2012, the Indiana State Archives was presented with a hand-carved piece of Bedford limestone commemorating Tartan Day and the heritage of Scottish-Americans. California Stone Carver Frank Maurer has traveled the United States, providing numerous states archives with hand-carved stones specific to their state.

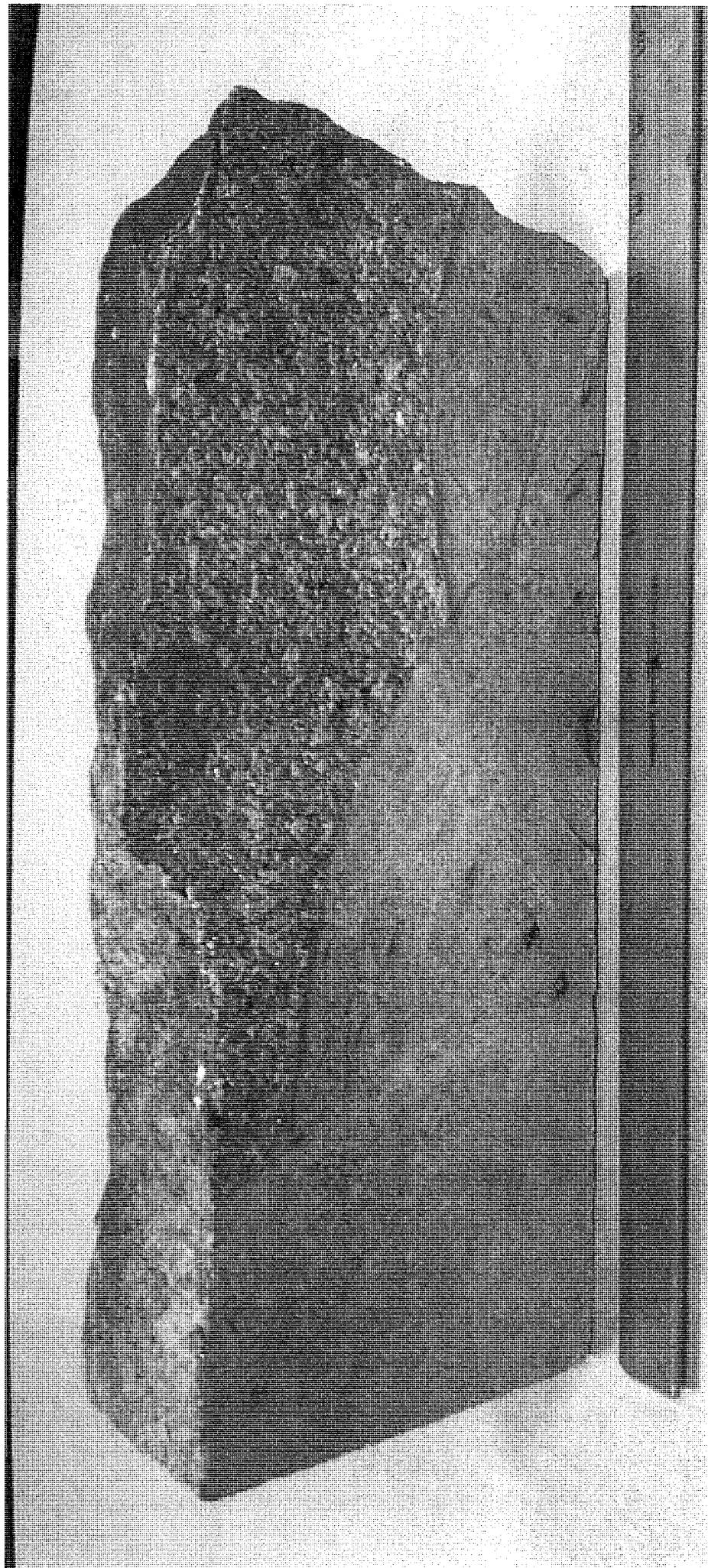
The Indiana Tartan Stone was the 23rd stone presented and features several symbols of Indiana including the Peony, Cardinal and Tulip Tree. In addition, the stone says "FII" denoting its carver and reads "Tartan Day 1998-2012." The top of the stone depicts the Wabash River and a Celtic Knot, which symbolizes eternity. The rear of the stone has the following inscription: "FII VI 2012" with a line under the "VI." This signifies that the stone was carved by Frank Maurer Jr. in June of 2012. The line under the "VI" indicates the use of a carbide chisel.



Tartan Day was first declared by the United States Senate as a Resolution in 1998 and later as a national day of recognition in 2008. April 6th was chosen as Tartan Day because the Declaration of Arbroath was written in Arbroath Abbey on that date in 1320, asking for the freedom of Scotland from England. Thomas Jefferson later used this document as a model for the Declaration of Independence.

The Indiana Tartan Stone will be available for use at events. Interested parties shall complete and submit State Form 54681 - Publish or Exhibit Materials from the Indiana State Archives.





Copper Reuse - Options for Remaining Copper

1. Sale – Mementos and Rough Copper

To date, we have sold 125 framed copper mementos and 78 plaques. We have on hand 13 framed and 16 plaques still available for sale. We have the supplies to produce more of each, however we would have to find a new vendor for the plaques due to our vendor has closed as the owner operator has recently passed away.

We have also sold approximately 1,224 square feet of rough copper.

The sale of the mementos and rough copper have offset more than half of the \$21,000 approximate cost that was added to the Dome Restoration project from not salvaging the copper.

2. Commissioned Artwork

The Maine Arts Commission has scheduled the first meeting of the artist selection committee on Thursday, May 26th. The artist selection committee has been finalized as follows:

- Kirk Mohny, Director, Maine Historic Preservation Committee
- Jamie Ritter, State Librarian
- Bernard Fishman, Director, Maine State Museum
- Juli Richard, Director, Maine Arts Commission
- Senator Andre Cushing
- Representative Erik Jorgensen
- John Bisbee, Maine Sculptor and Art Professor at Bowdoin College

We have set aside 1,000 square feet of rough copper for this project. The estimated cost for this portion of the project is \$15,000.

3. Lease on Storage Facility

The lease on the rough copper storage facility runs out on June 30th. It is recommended that any rough copper remaining be sold for scrap. As part of the final removal, we will set aside any nicer quality pieces and store them in a secure state-owned space for future resale.

**Updates from Executive Director
State House Facilities Committee
April 28, 2016**

Mechanical System Repairs

- Work to repair several leaks in the Governor's Office, Governor's Staff Offices, the Legislative Council Chamber, House Republican Office, the Clerk's Office and the Document Room are currently in process.
- Work on the Council Chamber will begin on Saturday. The Council Chamber will be unavailable for most of May as this repair will require extensive trenching into the floor and opening up the walls to access chases in 3 locations near the 4 fancoils.
- The leaks from the Council Chamber caused some damage in the Governor's Office below, which will need to be repaired when we can schedule it with the Governor.
- The Welcome Center also incurred substantial water damage from a leak in the Governor's Staff Office above. A portion of the Welcome Center will be under repair for several weeks.

State House Roof Project

- The replacement of the EPDM roof and the siding on the mechanical penthouses on the north and south wings of the State House has begun, focusing first on the north wing.
- The Governor's Parking Lot is partially closed to allow a crane to lift supplies for the north wing. The north wing project is planned to continue through the end of June. In early July, work will shift to the south wing and the Governor's lot will be reopened.

House Chamber Project

- The repairs to the House Chamber and other renovations to the Chamber are planned to begin in late June and continue through the middle of September.

State Street Sidewalk Project

- We are currently reviewing bids for the replacement of the State Street sidewalk in front of the State House. Work will begin shortly after deciding on the contractor(s).

Liberty Bell Relocation

- Maine Department of Transportation Engineers determined that the load bearing capacity of the State Library floor was sufficient to relocate the Liberty Bell to that location as long as it was positioned near the wall and the surrounding space not be repurposed for library stacks. Will be working on developing estimates for the repairs to the bell and its relocation as a potential 2017 project.

Flag Pole Repair on South Wing's Low Dome

- Initial repairs to the south wing flagpole were completed on March 31st so that we could fly the flags on top of the south wing low dome. More overdue maintenance will be completed on April 28th for both the north and south wing flag poles.