

STATE OF NEW JERSEY

PARTICIPATING ADDENDUM AND STANDARD TERMS AND CONDITIONS

Under

**NASPO ValuePoint Contract for Cloud Solutions
[State of Utah Master Contract Number AR2476]**

This Participating Addendum is made as of the last date of signature below (the "Effective Date"), by and between, CherryRoad Technologies Inc., whose address is 301 Gibraltar Drive, Suite 2C, Morris Plains NJ, 07950 ("Contractor"), and the State of New Jersey, Department of the Treasury, Division of Purchase and Property ("Participating State" or "State") whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625, on behalf of the State of New Jersey and all "Authorized Purchasers" (as defined below). For clarification of references throughout this document, the term "State," in any form, refers to the State and any Authorized Purchaser, unless otherwise indicated. Capitalized terms used but not defined shall have the meaning ascribed to them in the Original Master Agreement (as defined below).

WHEREAS, pursuant to N.J.S.A. 52:34-6.2, the Director of the Division of Purchase and Property (the "Director"), within the Department of the Treasury (the "Division") "may enter into cooperative purchasing agreements with one or more states for the purchase of goods and services;" and

WHEREAS, the State of Utah ("Lead State") and Contractor have entered into Master Agreement #AR2476 (the "Master Agreement"), which may be found at the following URL: <http://www.naspovaluepoint.org/#/contract-details/71/overview/general>, awarded in accordance with the State of Utah Solicitation CH16012 for Cloud Solutions; and

WHEREAS, the State of New Jersey participated in the publicly advertised, competitive bidding process with fifteen other states and evaluated the proposals; and

WHEREAS, the Director has determined that entering into a Participating Addendum with Contractor under the Master Agreement to provide cloud solutions is the most cost effective method of procuring these Products and Services, and that it is in the best interest of the State to enter into a Participating Addendum with Contractor; and

WHEREAS, the parties seek to enter into this Participating Addendum to memorialize the terms of their contractual relationship;

NOW THEREFORE, for good and valuable consideration, receipt of which hereby acknowledged, the parties to this Participating Addendum hereby agree as follows:

1.0 Term and Extension Option; Order of Precedence; Entire Agreement

1. The term of this Participating Addendum shall be effective from the Effective Date and shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement or this Participating Addendum, whichever shall occur first. Notwithstanding anything to the contrary contained in the Master Agreement, the State reserves the right, in its sole discretion, to extend this Participating Addendum upon an extension of the Master Agreement under the same terms and conditions as stated in this Participating Addendum. There shall be no automatic renewals of the Participating Addendum.
2. The entire agreement, and all rights and obligations between the parties, shall consist of the following documents (which shall be collectively referred to as the "Agreement"):
 - a. This Participating Addendum and the State of New Jersey Compliance Terms and Conditions, attached to the State of Utah Bid Solicitation CH16012 ("Solicitation") within Attachment E and attached hereto as Exhibit A;

State of New Jersey Participating Addendum

- b. The original Master Agreement Attachment A package, together with its exhibits, as applicable ("Original Master Agreement"), attached hereto as Exhibit B;
 - c. The Master Agreement, incorporated herein as Exhibit C;
 - d. The Solicitation;
 - e. The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
 - f. A Service Level Agreement and/or Statement of Work issued against the Participating Addendum.
3. These documents shall be read to be consistent and complimentary. In the event of any conflict between the terms of the documents comprising the Agreement, the conflict shall be resolved by giving priority to these documents in the order listed above.
4. The Agreement sets forth the entire agreement between the parties and supersedes all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. No Contractor terms and conditions shall apply to this Participating Addendum except those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment as of the Effective Date of this Participating Addendum.
5. In the event the Lead State approves Contractor to offer new or additional Products and Services under the Master Agreement after the Effective Date of this Participating Addendum and such Products or Services incorporate any different, inconsistent, or additional terms into the Master Agreement, including, but not limited to any software license agreement or service level agreement, such terms are subject to this Agreement as set forth below.
6. References to external documentation; Software License Agreements and Service Level Agreements -
 - a. Any external information incorporated by reference within any of the documents comprising the Agreement, including, without limitation, software license agreements or service level agreements, are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.
 - b. Any changes in the information incorporated by reference by any of the documents that comprise the Agreement, including, without limitation, software license agreements or service level agreements, are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.
 - c. Any reference in Contractor's documents to website URLs that contain additional terms and conditions are subject to the terms and conditions of this Participating Addendum. In the event of a conflict, the terms of this Participating Addendum shall prevail.
7. Amendments – This Participating Addendum may not be amended except in a writing signed by both parties.

2.0 Scope of Participating Addendum

1. The scope of Products and Services that may be procured by Authorized Purchasers defined in Section 6.0(1) of this Participating Addendum (State Agencies) shall be those Products and Services established in the Scope Addendum attached to this Participating Addendum as Attachment 1 as may be amended by the parties in writing from time to time. For all other Authorized Purchasers, the full suite of Product and Service offerings available under the Master Agreement may be procured under this Participating Addendum.

2. Contractor shall demonstrate to the State that each Product or Service included in an order is within the scope of the Master Agreement as approved by the Lead State.

3.0 Reporting Requirements

The Contractor shall deliver a copy of the detailed sales data reports described in Section 42 of the Original Master Agreement ("Reports") to the Procurement Specialist and State Contract Manager within ten (10) days of providing the Reports to the Lead State and NASPO ValuePoint Cooperative Development Team. The Reports may be limited to Sales made to Authorized Purchasers under this Participating Addendum.

4.0 Restrictions

1. Any restrictions or limitations regarding the State's use of this Agreement will be set forth in the State's Method of Operation, as may be amended from time to time and posted on the State's website.
2. Financing, leasing, and renting is not permitted under this Participating Addendum for State agencies. Authorized Purchasers, as defined in Section 6.0(2)-(5) may finance their purchase, if permitted under law. If financing is through a lease agreement, that agreement is separate from this Participating Addendum and is between the Contractor and the respective Authorized Purchaser only.

5.0 Termination of Contract

1. For Convenience-
 - A. Notwithstanding any provision or language in the Agreement to the contrary, the Director may terminate at any time, in whole or in part, this Participating Addendum or any contract entered into pursuant to this Participating Addendum, for the convenience of the State, upon no less than forty-five (45) days written notice to the Contractor.
 - B. Contractor shall not have the right to terminate this Participating Addendum for convenience.
2. For cause-
 - A. Where the Contractor fails to perform or comply with the Agreement or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate this Participating Addendum, in whole or in part, upon thirty (30) days' notice to the Contractor with an opportunity to respond and cure within the thirty day period.
 - B. Where in the reasonable opinion of the Director, the Contractor continues to perform poorly under the Agreement as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the Contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint the Director may terminate this Participating Addendum, in whole or in part, upon thirty (30) days' notice to the Contractor with an opportunity to respond prior to termination.
3. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.
4. In the event of termination under this section, the Contractor will be compensated for work performed or goods supplied in accordance with the Agreement, up to the date of termination. Such compensation may be subject to adjustments. In the event of a termination for convenience under Section 5.0(1), there shall be no refund of pre-paid fees. In the event of a termination for

cause under Section 5.0(2), Contractor shall issue Authorized Purchaser(s) a pro-rata refund of unused pre-paid fees.

5. The Contractor shall not have the right to terminate this Participating Addendum. Any provisions in the Agreement regarding the Contractor's right to terminate or cancel this Participating Addendum are superseded by and replaced in their entirety by this Section 5.0 of this Participating Addendum. However, in the event that an Authorized Purchaser violates its obligations under the Agreement, Contractor may refuse to accept or process orders from such Authorized Purchaser immediately upon written notice to the State and such Authorized Purchaser, until such time as Authorized Purchaser submits a plan to correct such violations satisfactory to Contractor, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary, Contractor shall continue to process orders submitted by other Authorized Purchasers. Section 7, Termination and Suspension of Service, in the applicable Exhibit to the Original Master Agreement shall apply in the event of a termination or cancellation pursuant to this section.
6. Any termination under this provision shall not affect the rights and obligations attending Orders outstanding at the time of termination, including but not limited to any right of any Authorized Purchaser to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance in an applicable Service Level of Agreement or Statement of Work, Contractor obligations under Section 7, Termination and Suspension of Service, in the applicable Exhibit to the Original Master Agreement, and any responsibilities arising out of a Security Incident or Data Breach.
7. The State may, for valid reason, issue a stop order directing the Contractor to suspend Products, work, and/or Services for a specific time. The Contractor shall be paid for Products ordered, Products delivered, and Services requested and performed until the effective date of the stop order. The Contractor shall resume Products, work, and/or Services upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director may make an equitable adjustment, if any is required, to the Statement of Work price. The Contractor shall provide whatever information that Director may require related to the equitable adjustment. In the event Contractor disagrees with the final adjusted contract price, Section 12.0 (Miscellaneous – Alternative Dispute Resolution) shall apply. Section 7, Termination and Suspension of Service, in the applicable Exhibit to the Original Master Agreement shall apply in the event of a suspension made pursuant to this section.
8. Notwithstanding anything to the contrary in any of the documents comprising the Agreement, Orders shall not automatically renew. Following the expiration of an Order's term, Contractor shall treat such period as a suspension under Section 7, Termination and Suspension of Service, of the applicable Exhibit to the Original Master Agreement, unless the Authorized Purchaser notifies Contractor in writing of an intent not to renew in which case the remaining provisions of Section 7, Termination and Suspension of Service, shall apply.

6.0 Authorized Purchasers

"Authorized Purchasers" under this Participating Addendum shall mean the State and the following:

1. State agencies.
2. Quasi-State Agencies - A "Quasi-State Agency" is any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member, as defined in N.J.S.A. 52:27B-56.1, provided that any sale to any such bi-state governmental entity is for use solely within the State of New Jersey.

3. Political Subdivisions, Volunteer Fire Departments And First Aid Squads, And Independent Institutions Of Higher Education - Counties, municipalities and school districts as defined in N.J.S.A. 52:25-16.1., volunteer fire departments, volunteer first aid squads and rescue squads as defined in N.J.S.A. 52:25-16.2, independent institutions of higher education as defined in N.J.S.A. 52:25-16.5, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.
4. State Colleges –in accordance with N.J.S.A. 18A:64-60.
5. County Colleges - in accordance with N.J.S.A. 18A:64A- 25.9.

Authorized Purchasers as defined in Section 6.0(2)-(5) are responsible for the full cost of their purchases. The State and Authorized Purchasers as defined in Section 6.0(1) are responsible for the full cost of their purchases.

7.0 Modified Original Master Agreement Terms

1. **Section 8 Confidentiality, Non-Disclosure, and Injunctive Relief**, in the Original Master Agreement is amended to add the following:
 - e. The State's obligation to maintain the confidentiality of Contractor Confidential Information (as defined below) provided to the State under the Agreement is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
 - f. Contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the Contractor acknowledges the terms and pricing of the contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.
 - g. In the event that the State receives a request for Contractor Confidential Information related to the Agreement pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. Contractor shall take any action it deems appropriate to protect its documents and/or information.
 - h. In addition, in the event Contractor receives a request for Confidential Information (as defined in the Original Master Agreement and amended by this Participating Agreement) pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the Contractor of its obligation to take action to protect such information if the Contractor is aware of a legal reason to do so.
 - i. Notwithstanding the requirements of nondisclosure described in this Section either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in subsection (g) above, or if Contractor is unsuccessful in defending its rights as described in subsection (g), or (b) in the case of Contractor, if Contractor determines

the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (h) above, or if the State is unsuccessful in defending its rights as described in subsection (h).

- j. Except as permitted above and for confidentiality obligations related to information about a party's intellectual property, which shall never expire, neither party will use or disclose the other's Confidential Information for seven (7) years after the termination of the Agreement or such longer time period as required by applicable law.

2. Section 13 Indemnification, in the Original Master Agreement is amended to delete paragraph (a) and (b) and replace with the following:

- a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from the negligent or willful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
- b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor will be relieved of its obligations under this section for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its officers, its employees, or agents under this Section which results in an unaffiliated third party claim. Contractor has no obligation under this Section for materials, specifications, or products provided by the Indemnified Party; modifications made by the Indemnified Party to the Products delivered by Contractor; if the Indemnified Party uses the Product in a manner not intended by Contractor; or arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to

provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

3. Section 13 Indemnification, in the Original Master Agreement is amended to add the following:

- c. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP.
- d. Notwithstanding anything to the contrary contained in the Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.
- e. The Contractor's indemnification and liability is not limited by, but is in addition to the insurance obligations contained in the Agreement.
- f. Notwithstanding anything to the contrary in the Agreement or any contract document, under no circumstances will the State indemnify, defend or hold harmless Contractor and any such provision in the Agreement or any contract document shall be of no force and effect. The State will not pay or reimburse for claims absent compliance with the terms of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. and the Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

4. Section 16 Insurance, in the Original Master Agreement is amended as follows:

- a. Subsection 16(b) is deleted and replaced with the following:
- b. Coverage shall be written on an occurrence basis. The Purchasing Entity will not be responsible for any deductible in the event of a claim. The minimum acceptable limits shall be as indicated below:
 - (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

i. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE

\$1,000,000 DISEASE EACH EMPLOYEE

\$1,000,000 DISEASE AGGREGATE LIMIT

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per claim and in the aggregate, written on a claims made basis that provides coverage for its work undertaken pursuant to each Participating Addendum. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Participating Addendum, it shall obtain from its new Professional Liability Insurance carrier an endorsement for retroactive coverage.

c. The following section is added as subparagraph (g):

g. New Jersey Requirements:

- i. The Provider shall provide the State with current certificates of insurance for all coverages and renewals thereof. If the Provider receives a notice of cancellation, the Provider will promptly replace such coverage so that no lapse in insurance occurs.
- ii. The Provider shall not begin to provide services or goods to the State until evidence of the required insurance is provided.
- iii. The certificates of insurance shall indicate the contract number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, PO Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates shall be emailed to the State at ccau.certificate@treas.state.nj.us.

5. **Section 34 Assignment of Antitrust Rights**, in the Original Master Agreement is amended to add the following:

In connection with this assignment, the following are the express obligations of the Contractor:

1. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.

2. It will advise the Attorney General of New Jersey:
 - a. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 - b. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
3. It shall notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the Contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the Contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. **Section 29. Title to Product**, in the Original Master Agreement is amended to add the following:

Contractor shall retain all right, title, and interest in and to all intellectual property rights embodied in all materials, Contractor's proprietary information, and Contractor Technology in connection with the Services and/or this Agreement. "Contractor Technology" shall mean Contractor's proprietary technology, including but not limited to, Contractor's Services, internet operations design, content, software tools, hardware designs, algorithms, software created by Contractor (in source and object forms), user interface designs, architecture products, user manuals (whether in print or electronic), network designs, know-how, trade secrets, and any related intellectual property rights worldwide (whether owned by Contractor or licensed to Contractor from a third party) and also including any derivative works, improvements, modifications, enhancements, or extensions of Contractor Technology conceived, reduced to practice, or developed prior to or during the term of this Master Agreement or any Order or PA.

7. **Section 31. Warranty**, in the Original Master Agreement is amended to add the following:

THE WARRANTIES CONTAINED HEREIN AND IN THE STATEMENT OF WORK ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

8.0 Contractor Business Models: Roles and Responsibilities

1. Contractor may use one of three models, or a combination thereof, to provide Products and Services to Authorized Purchasers under this Agreement: (A) direct provision of Contractor's Products and Services, with or without Subcontractors (as that term is defined below), (B) offering of Fulfillment Partner Products and Services or (C) pass through of cloud service provider solutions.

- a. Where Contractor provides Contractor's Products and Services directly to Authorized Purchasers, Contractor may, with the prior written consent of the Director, utilize

Subcontractors. As used in this Participating Addendum, Subcontractor shall mean an entity having an arrangement with Contractor, whereby Contractor uses the Products and/or Services of that entity to fulfill some of its obligations under this Agreement. Authorized Purchasers do not pay Subcontractors directly. Where Contractor utilizes a Subcontractor, Contractor shall provide to the State items 1 and 9, as enumerated in Section 14.0, The State of New Jersey Mandatory Certification Requirements, of this Participating Addendum ("Subcontractor Certifications") for each proposed Subcontractor along with Contractor's written request for approval thereof.

- i. Where a Subcontractor is approved, Contractor may not substitute another Subcontractor without the prior written consent of the Director and until Contractor provides to the State Subcontractor Certifications for the new proposed Subcontractor along with Contractor's written request for approval thereof.
 - ii. If at the time of the execution of the Agreement, Contractor is generally utilizing a subcontractor to provide technical support and/or other non-contract related Services to its customers, such subcontractor need not be disclosed, and Contractor may substitute a different subcontractor without the Director's prior approval.
- b. In the event Contractor offers Fulfillment Partner Products and Services to Authorized Purchasers, each Fulfillment Partner must be approved by the State. Such approved Fulfillment Partner may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Products and Services under the Agreement and directly invoicing and receiving payment from Authorized Purchasers. A Fulfillment Partner has no authority to amend this Agreement or to bind Contractor, State, or Authorized Purchasers to any additional terms and conditions.
 - i. Contractor may add Fulfillment Partners to its Participating Addendum at any time during the contract term, upon the written consent of the Director. To add a Fulfillment Partner, Contractor shall submit to the State a written request with:
 1. Evidence that all Products and Services were approved by the Lead State under the Master Agreement; and
 2. Items 1 through 9, as enumerated in Section 14.0, The State of New Jersey Mandatory Certification Requirements, of this Participating Addendum for each Fulfillment Partner.
 - ii. In the event Contractor submits a written request to delete a Fulfillment Partner's Products and Services from the scope of Contractor's Participating Addendum, Contractor shall provide State and Authorized Purchaser(s) at least thirty (30) days' advance written notice of the request and shall, upon State or Authorized Purchaser request, provide State and Authorized Purchaser(s) assistance and advice regarding the exit and/or transition strategy for all digital content and Data (as that term is defined in the Original Master Agreement) affected by the requested deletion at no cost to the State or Authorized Purchaser. If the State approves the request to delete a Fulfillment Partner:
 1. The deletion shall not terminate the Participating Addendum or other Products and Services unaffected by the deletion, however, such Fulfillment Partner deletion shall be deemed a termination for cause for purposes of digital content and Data retention and destruction discussed in Section 7, Termination and Suspension of Service, in the applicable Exhibit to the Original Master Agreement; and
 2. In the event of any pre-paid fees for Products or Services to Contractor or Fulfillment Partner affected by the deletion, such Fulfillment Partner deletion shall be deemed a termination for cause as to those pre-paid fees for purposes of Section 5.0(4) of this Participating Addendum.
- c. With the prior written consent of the Director, Contractor may pass through or resell third party cloud service provider Products and Services to Authorized Purchasers. Where

Contractor is passing through third party cloud service provider Products and Services, the cloud service provider shall only provide web-based computing capabilities and related remote technical support. Authorized Purchasers shall not pay cloud service providers directly and cloud service providers shall not be deemed Subcontractors.

- i. Where a third party cloud service provider is approved, Contractor may not substitute another cloud service provider without the prior written consent of the Director.
 - ii. In the event Contractor submits a written request to remove a cloud service provider's Products and Services from the scope of Contractor's Participating Addendum, Contractor shall provide State and Authorized Purchaser(s) at least thirty (30) days' advance written notice of the request and shall, upon State or Authorized Purchaser request, provide State and Authorized Purchaser(s) assistance and advice regarding the exit and/or transition strategy for all digital content and Data (as that term is defined in the Original Master Agreement) affected by the requested deletion at no cost to the State or Authorized Purchaser. If the State approves the request to delete a cloud service provider:
 1. The deletion shall not terminate the Participating Addendum or other Products and Services unaffected by the deletion, however, such cloud service provider deletion shall be deemed a termination for cause for purposes of digital content and Data retention and destruction discussed in Section 7, Termination and Suspension of Service, in the applicable Exhibit to the Original Master Agreement; and
 2. In the event of any pre-paid fees for Products or Services to Contractor or Fulfillment Partner affected by the deletion, such cloud service provider Partner deletion shall be deemed a termination for cause as to those pre-paid fees for purposes of Section 5.0(4) of this Participating Addendum.
2. Regardless of the model used and whether prior approval is required or given, Contractor shall remain primarily responsible to the State and Authorized Purchasers for all Products and Services provided to the State under the Agreement including, but not limited to: (I) performance; (II) compliance with all of the terms and conditions of the Agreement and (III) compliance with the requirements of all applicable laws. Furthermore, Contractor's use of one or more Subcontractors, Fulfillment Partners, or cloud service providers does not create privity of contract between any of the Subcontractors, Fulfillment Partners, or cloud service providers and the State.
 3. This Participating Addendum may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Director, which shall not be unreasonably withheld.
 4. For the avoidance of doubt, the Contractor shall be responsible for obtaining all required forms outlined in Section 14.0, The State of New Jersey Mandatory Certification Requirements, of this Participating Addendum from each Subcontractor or Fulfillment Partner and submit the required forms to the State along with Contractor's written request for approval thereof. The State will not accept forms directly from a Subcontractor or Fulfillment Partner.

9.0 Ordering and Compensation

1. Pricing shall be in accordance with the terms set forth in the Master Agreement, as amended by this Participating Addendum.
2. The State of New Jersey Contract number and the Master Agreement number ("M-4002, AR2476) MUST be shown on all Service Level Agreements, Statement of Work documents, and Purchase Orders issued against this Participating Addendum.

3. All orders and payments will be issued to either the Contractor or the Fulfillment Partner and shall be in accordance with the terms set forth in the Agreement, as amended by this Section 9.0 of this Participating Addendum.
4. As stated in Section 5.0 Termination of Contract, Orders shall not automatically renew.
5. The State of New Jersey's obligation to make payment under the Agreement is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State of New Jersey for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency which is an Authorized Purchaser by the New Jersey State Legislature and made available through receipt of revenues. Notwithstanding the foregoing, the parties agree that performance under this contract is contingent upon the appropriation of funds.
6. Contractors or Fulfillment Partners may be paid by the State through the Procurement card (p-card) at the time the original order is placed. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to the Contractor or the Fulfillment Partners in three (3) days. The Contractor and the Fulfillment Partner should take note that there will be a transaction processing fee for each p-card transaction. To participate, the Contractor or Fulfillment Partner must be capable of accepting the applicable credit card.
7. Payments shall be made to the Contractor or Fulfillment Partners pursuant to the provisions of the New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq. The Act requires state agencies to pay for goods and services within sixty (60) days of the state agency's receipt of a properly executed State Payment Voucher. Interest will be paid on delinquent accounts at a rate established by the New Jersey State Treasurer (the "State Treasurer"). Interest will not be paid until it exceeds \$5.00 per properly executed invoice.
8. Cash discounts and other payment terms included as part of the Agreement are not affected by the Prompt Payment Act.
9. Contractor and Fulfillment Partners are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest quote.

Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
10. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

10.0 Additions to the State of New Jersey Compliance Terms and Conditions

1. Compliance With State Laws-

It is agreed and understood that any contracts and/or orders placed under this Participating Addendum and any claims and any and all litigation arising there from or related thereto shall be governed and construed and the rights and obligations of the parties hereto and of the Authorized Purchasers shall be determined in accordance with the laws of the State of New Jersey, including without limitation, by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws

principles, and any and all litigation arising therefrom or related thereto shall be filed in the appropriate Division of the New Jersey Superior Court.

2. *Open Public Records Act-*

All documents and information submitted by Contractor to the State under this Participating Addendum are considered public information, notwithstanding any disclaimers to the contrary submitted by a Contractor, except as may be exempted from public disclosure by the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

3. *Maintenance of Records-*

The Contractor shall maintain records for products and/or services directly related to sales orders and corresponding invoices, including product specifications at time of shipping, issued in accordance with this Participating Addendum for a period of five (5) years from the date of final payment. Such records shall be made available to the State, including the State of New Jersey, Office of the State Comptroller, for audit and review.

4. *Organ and Tissue Donation –*

As required by N.J.S.A. 52:32-33.1, the State encourages Contractors to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. §1320b-8 to serve in this State.

5. *Tax Exemption-*

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

11.0 Liabilities

1. Unless otherwise agreed in writing and signed by the Director, the following limitation of liability shall apply:
 - a. Contractor's liability arising out of or in connection with each Order(s) is limited to two times (2x) the amount paid by the State under the applicable Order(s) over the prior twelve months. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$250,000.
 - b. In no event shall Contractor be liable for any punitive, special, indirect, or consequential damages arising out of this Participating Addendum.
 - c. This limitation of liability shall not apply to:
 - i. Contractor's obligation to indemnify, defend, and save harmless the State and its employees as described in Section 13, Indemnification, of the Original Master Agreement as amended by this Participating Addendum,
 - ii. Claims arising from Section 8, Confidentiality, Non-Disclosure, and Injunctive Relief, of the Original Master Agreement as amended by this Participating Addendum, or
 - iii. Claims arising from Section 30, Data Privacy, of the Original Master Agreement.
 - d. Notwithstanding the foregoing exclusions, where a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators

or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Data Breach.

2. Where Contractor, Authorized Purchaser, and the Director agree in writing to a different limitation of liability than that established in this Section 11.0 ("Negotiated LOL"), the Negotiated LOL shall only apply to the specific Order for that Authorized Purchaser. The Negotiated LOL shall not be deemed an amendment to this Participating Addendum. For the avoidance of doubt, all other terms of the Order shall be subject to the order of precedence established in Section 1.0 of this Participating Addendum.

12.0 Miscellaneous

1. *Mergers, Acquisitions and Dissolutions-*

Merger or Acquisition:

If, during the term of this Participating Addendum, the Contractor shall merge with or be acquired by another firm, the Contractor shall give notice to the Director as soon as practicable and in no event longer than thirty (30) days after said merger or acquisition. Any such merger or acquisition will require the assignment of the Agreement, as amended by this Participating Addendum, pursuant to the provisions related thereto set forth therein. The Contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the Contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents shall be submitted within thirty (30) days of the request. Failure to do so may result in termination of this Participating Addendum for cause.

Dissolution:

If, during the term of this Participating Addendum, the Contractor's partnership, joint venture or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director, in writing, the names of the parties proposed to perform under this Participating Addendum and the names of the parties to whom payment should be made. No payment will be made until all parties to the dissolved business entity submit the required documents to the Director.

2. *Announcements and/or Advertisements-*

All publicity and/or public announcements pertaining to this Participating Addendum shall be approved in writing by the State prior to release.

Contractor must obtain prior written (email) approval, no less than seven (7) business days before release for any and all advertisements pertaining to this Participating Addendum during its effective term. Any and all Fulfillment Partners may not directly send advertisements to any and all Authorized Purchasers without explicit written approval from the Contractor.

3. *Contractor and/or Fulfillment Partner Audit-*

The State and Authorized Purchasers reserve the right to audit the Contractor and/or Fulfillment Partner's compliance with the Agreement. Such audit shall be in accordance with Section 26, Records Administration and Audit, in the Original Master Agreement. The State or Authorized

Purchaser shall provide Contractor and/or Fulfillment Partner thirty (30) days' written notice of intent to audit and such audit shall be conducted during normal business hours.

4. Request for Additional Information-

The Director reserves the right to request relevant information from the Contractor, including factors necessary to evaluate the Contractor's financial capabilities to perform the Agreement.

5. Audit of Authorized Purchaser use of Intellectual Property -

1. Notwithstanding anything to the contrary in the Agreement, in the event that the Contractor seeks to exercise a right in the Agreement to audit the State's use of Contractor's intellectual property, the Contractor shall deliver simultaneous written notice, no less than thirty (30) days in advance of the audit start date (unless the Contractor's notice provides a longer notice period), to:

a. the Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230

b. the Chief Data Officer of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625

c. and the State Contract Manager for this contract.

2. The notice shall reference the specific audit provision(s) in the Agreement being exercised and include copies of same, specify the means by which the Contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

3. To the extent the agreement permits Contractor to conduct periodic audits of the State's usage of the Products and/or Services provided thereunder, such provision is amended to include the following dispute resolution process:

If the State, in good faith, provides Contractor with written notice of an alleged error in the amount of underpaid fees due Contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the license agreement, while they endeavor to resolve the dispute under this paragraph.

4. Notwithstanding anything to the contrary in the Agreement, the State will not pay or reimburse Contractor for costs or expenses associated with the performance of an audit.

5. In the event that the Agreement does not permit audits of the State's usage of the Contractor's Intellectual Property this provision shall not be interpreted to provide such an audit right.

6. Dispute Resolution –

The State and Contractor will attempt to resolve any dispute through face-to-face negotiation with persons fully authorized to resolve the dispute or through non-binding mediation utilizing a mediator agreed to by the parties, rather than through litigation. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such persons conclude, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely.

7. Arbitration or Mediation –

Any provision regarding arbitration or binding mediation within the Agreement is deleted in its entirety.

13.0 Waiver

No term or provision of this Participating Addendum shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by an individual authorized to so waive or consent. Any consent by either party to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for, any other breach or any subsequent breach, except as may be expressly provided in the waiver or consent.

14.0 The State of New Jersey Mandatory Certification Requirements

The following are New Jersey procurement requirements that Contractor agrees to fulfill prior to the Effective Date. Some Authorized Purchasers may have additional requirements when placing an order and Contractor shall comply with same as necessary.

1. New Jersey Business Registration (N.J.S.A. 52:32-44);
2. Ownership Disclosure (N.J.S.A. 52:25-24.2);
3. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-55 et seq.)
4. Executed MacBride Principles (N.J.S.A. 52:34-12.2);
5. Completed Contractor Certification and Disclosure of Political Contributions (N.J.S.A. 19:44A-20:13 et. seq.);
6. Disclosure of Investigations and Actions Involving Bidder
7. Vendor Certification (P.L. 2005, c.271);
8. Proof of insurance as specified herein;
9. Proof of compliance with New Jersey Affirmative Action requirements (N.J.A.C. 17:27-1.1 et. seq.):
 - a. New Jersey Form AA-302 Affirmative Action Employee Information Report; or
 - b. New Jersey Affirmative Action Certificate; or
 - c. Federal Affirmative Action Approval Letter.

15.0 Primary Contacts

The Division of Purchase and Property contact for this Participating Addendum is as follows:

Name: Joshua Descoteaux
Title: Procurement Specialist
Participating Entity Name: Division of Purchase and Property,
Department of the Treasury
State of New Jersey
Address: 33 West State Street, 8th Floor
PO Box 230
Trenton, New Jersey 08625-0230
Telephone: (609) 292-0365
Fax: (609) 292-5170
E-mail: Joshua.Descoteaux@treas.nj.gov

The State Contract Manager for this Participating Addendum is as follows:

Name: Lynne Gash
Title: State Contract Manager
Participating Entity Name: Office of Information Technology,
State of New Jersey
Address: 300 Riverview Plaza
Trenton, New Jersey 08625
Telephone: (609) 777-4121
E-mail: Lynne.Gash@tech.nj.gov

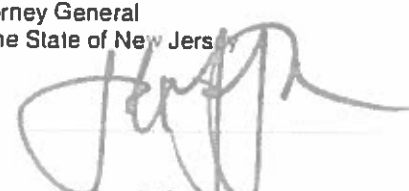
The primary Contractor contact for this Participating Addendum is as follows:

Name: Larry Hymson
Title: Executive Vice President
Contractor: CherryRoad Technologies Inc.
Address: 301 Gibraltar Drive, Suite 2C
Morris Plains, NJ 07950
Telephone: 708-738-4731
Fax: 973-402-7808
E-mail: lhymson@cherryroad.com

The parties hereto agree that this Participating Addendum may be executed in counterpart, each original signed page to become part of the original document.

[Remainder of page intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, authorized representatives of Contractor and the State have executed this Participating Addendum to be effective on the Effective Date.

State of New Jersey, Department of the Treasury, Division of Purchase and Property By: <u></u> Name: <u>MAURICE A. GRIFFIN</u> Title: Director Date: <u>6/11/18</u>	CherryRoad Technologies, Inc. By: <u></u> Name: Jeremy Gulban Title: Chief Executive Officer Date: <u>5/30/18</u>
Approved as to Form: Gubir S. Grewal Attorney General of the State of New Jersey By: <u></u> Name: <u>John A. LoForese</u> Title: Deputy Attorney General Date: <u>6/4/2018</u>	

State of New Jersey Compliance Terms and Conditions

The following terms and conditions shall be deemed incorporated by reference into each Participating Addendum entered into by the State of New Jersey under an awarded Master Agreement. The State of New Jersey reserves the right to add additional terms and conditions to each Participating Addendum.

1. LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS -

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625. The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the solutions and/or services provided hereunder. The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to contractor under the contract.

1.1 BUSINESS REGISTRATION – Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

1.2 ANTI-DISCRIMINATION - All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

1.3 ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS -

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- a) The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- b) The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows;

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- 1.4 **PREVAILING WAGE ACT** - Pursuant to the New Jersey Prevailing Wage Act (N.J.S.A. 34: 11-56.26 et seq.), contractor guarantees that it has not been suspended or debarred by the Commissioner, New Jersey Department of Labor and Workforce Development, for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; contractor also guarantees that it will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required and to the extent applicable to this contract.
- 1.5 **AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, *et seq.*
- 1.6 **MACBRIDE PRINCIPLES** – The contractor must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.
- 1.7 **PAY TO PLAY PROHIBITIONS** – Pursuant to N.J.S.A. 19:44A-20.13 et seq (L.2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:
- a. make or solicit a contribution in violation of the statute;
 - b. knowingly conceal or misrepresent a contribution given or received;
 - c. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
 - d. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee;
 - e. engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
 - f. fund contributions made by third parties, including consultants, attorneys, family members, and employees;
 - g. engage in any exchange of contributions to circumvent the intent of the Legislation; or
 - h. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.
- 1.8 **POLITICAL CONTRIBUTION DISCLOSURE** – The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888) 313-3532 or on the internet at <http://www.elec.state.nj.us/>.
- 1.9 **STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to

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any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order No. 189.

- 1.10 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE** - Pursuant to L 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 *et seq.*), to the taxpayer shall be stayed.

- 1.11 COMPLIANCE - STATE LAWS; JURISDICTION** - It is agreed and understood that any contracts and/or orders shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY, without giving effect to its conflict of laws. Any action brought regarding the contract or products or services purchased thereunder shall be filed in the appropriate Division of the State of New Jersey Superior Court.
- 1.12 OWNERSHIP DISCLOSURE** – In accordance with N.J.S.A. 52:25-24.2, contractor shall disclose the names and addresses of all of its owners holding 10% or more of the corporation's stock or interest during the term of the contract, by submitting an Ownership Disclosure Form at time of contract award. The contractor has the continuing obligation to notify the Division of any change in its ownership affecting 10% or more of its ownership as soon as such change has been completed.
- 1.13 PROHIBITED INVESTMENT IN IRAN** - Pursuant to N.J.S.A. 52:32-55 et seq., the contractor must utilize the Disclosure of Investment Activities in Iran form to certify that neither the contractor, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the contractor,

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nor one of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the contractor is unable to so certify, the contractor shall provide a detailed and precise description of such activities as directed on the form.

2. **LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT**
- 2.1 **COMPLIANCE - CODES** – The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.
- 2.2 **PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.
- 2.3 **COMPLIANCE WITH ACCESSIBILITY STANDARDS** – The contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- 2.4 **BUILDING SERVICE** – Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.
- 2.5 **THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.
- 2.6 **BUY AMERICAN** – Pursuant to N.J.S.A. 52:32-1, if applicable to the contract, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also "High Risk Data", "Moderate Risk Data" and "Low Risk Data".

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity's software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("High Impact Data").

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited

control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: The initial term of this Master Agreement is for ten (10) years with no renewal options.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason

to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the

solicitation or in this Master Agreement that proves to be untrue or materially misleading; or

(4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

(5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

(1) Exercise any remedy provided by law; and

(2) Terminate this Master Agreement and any related Contracts or portions thereof; and

(3) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in

performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising directly or indirectly from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and

reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability,

personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions Minimum Insurance Coverage	Crime Insurance Minimum Insurance Coverage
Low	\$2,000,000	\$2,000,000
Moderate	\$5,000,000	\$5,000,000
High	\$10,000,000	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing

any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating

Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its

assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the

Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection

with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment: The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Government Support: No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. **Reportable sales for the summary sales data report and detailed sales data report** includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. **Timely submission of these reports is a material requirement of the Master Agreement.** The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification:

a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Personal Data Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a data breach is a direct result of Contractor's breach of its contractual obligation to encrypt personal data or otherwise prevent its release as reasonably determined by the Purchasing Entity, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks: Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports: The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Right to Remove Individuals: The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the

person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably

requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity.

20. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

a. **Security Incident Reporting Requirements:** The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

b. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted

and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit C – Master Agreement



Contract # AR2476

STATE OF UTAH COOPERATIVE CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the Division of Purchasing and the following Contractor:

CherryRoad Technologies Inc.

Name

301 Gibraltar Drive, Suite 2C

Address

Morris Plains

NJ

07950

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Jeremy Gulban Phone /(973) 402-7802 Email JGulban@cherryroad.com

Vendor #VC205717 Commodity Code #920-05

2. **GENERAL PURPOSE OF CONTRACT:** Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed
3. **PROCUREMENT PROCESS:** This contract is entered into as a result of the procurement process on Bid#CH16012.
4. **CONTRACT PERIOD:** Effective Date: 09/30/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.
5. **Administrative Fee,** as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. **ATTACHMENT A:** NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E:

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code and the Procurement Rules.
9. *Each signatory below represents that he or she has the requisite authority to enter into this contract.*

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature

10/5/16
Date

STATE

Director Division of Purchasing

10/6/16
Date

Jeremy Gulban, President

Type or Print Name and Title

Christopher Hughes

Division of Purchasing Contact Person

801-538-3254

Telephone Number

Fax Number

christopherhughes@utah.gov

Email

(Revision 16 June 2016)



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits² to the Master Agreement;
- (3) The Solicitation;
- (4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
- (5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents or the Purchasing Entity's or Purchasing Entity's clients in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's or Contractor records, (2) personnel or financial records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

² The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and SaaS.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of

the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable provided by Contractor under this Master Agreement, including Services, software, and any incidental tangible goods as set forth in a Statement of Work.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

3. Term of the Master Agreement: The initial term of this Master Agreement is for ten (10) years with no renewal options.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State, which written consent to assign, sell, transfer, or sublet rights, or delegate responsibilities under the Master Agreement, in whole or in part shall not be unreasonably withheld.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing

Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement and an amendment is not necessary.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Further, any Participating Entity may terminate its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services delivered and accepted, data ownership, Contractor obligations regarding Purchasing Entity Data, rights attending default in performance an applicable Service Level of Agreement in association with any Order, Contractor obligations under Termination and Suspension of Service, Non-Solicitation, Limitation of Liability and any responsibilities arising out of a Security Incident or Data Breach. Termination of the Master Agreement due to either party's default shall be in accordance with Section 10. Contractor shall be paid for all services performed through the date of termination.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Purchasing Entity's or Purchasing Entity's clients acknowledge that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Contractor. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than the disclosing party without the obligation of confidentiality, (5) is disclosed with the written consent of the disclosing party or; (6) is independently developed by employees, agents or subcontractors of the receiving party who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Unless required by law or legal process, Contractor and Purchasing Entity's or Purchasing Entity's clients shall hold the other party's Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of,

give, or disclose the other party's Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor, Purchasing Entity and Purchasing Entity's clients shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor, Purchasing Entity and Purchasing Entity's clients shall use commercially reasonable efforts to assist in identifying and preventing any unauthorized use or disclosure of any of the other party's Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by the disclosing party, the receiving party will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement or required by law or legal process, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. The parties acknowledge that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury that is inadequately compensable in damages. Accordingly, the non-breaching party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading and Contractor had knowledge hereof or should have reasonably known; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the non-breaching party shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which the breaching party shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its reasonable discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate the non-breaching party's liability for damages.

c. If the breaching party is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, the breaching party shall be in breach of its obligations under this Master Agreement and non-breaching party shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions

thereof; and

(3) Suspend Contractor from being able to respond to future bid solicitations; and

(4) Suspend Contractor's performance; and

(5) Withhold payment only of the amount in dispute until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, Contractor and a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Lead States approval to changes in key personnel may not be unreasonably withheld. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs, from third party actions, for any death, injury, or damage to property arising directly or indirectly from negligent act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim by a third party that the Product or its use, infringes

Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any claims arising from the acts or omissions of the Indemnified Party including, without limitation, materials, specifications, or products provided by the Indemnified Party; modifications made by the Indemnified Party to the Products delivered by Contractor; if the Indemnified Party uses the Product in a manner not intended by Contractor; or arising from the combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor immediately after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all reasonable costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The Purchasing Entity will not be responsible for any deductible in the event of a claim. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions
	Minimum Insurance Coverage
Low Risk Data	\$2,000,000
Moderate Risk Data	\$5,000,000
High Risk Data	\$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per claim and in the aggregate, written on a claims made basis that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin providing Services without a valid Service Level Agreement or other appropriate commitment document compliant with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;

- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per unit or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier and the Participating State contract identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available. Purchasing Entities will notify Contractor of any loss of funding. Purchasing Entity will be responsible for payment for all Services performed prior to the termination of the Services.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination as long as the Order incorporates the terms of the Master Agreement. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office³.

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

³ Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Purchasing Entity Data: Purchasing Entity retains full right and title to Data provided by it and any Data derived therefrom, including metadata. Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. The obligation shall extend beyond the term of this Master Agreement in perpetuity.

Contractor shall not use any information collected in connection with this Master Agreement, including Purchasing Entity Data, for any purpose other than fulfilling its obligations under this Master Agreement.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, upon reasonable notice, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the

gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity. If the system failure is related to software deficiencies or any inappropriate, improper or unforeseen usage of the work or services by the Purchasing Entity then Contractor will not be responsible for any associated remediation cost.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

Contractor shall retain all right, title, and interest in and to all intellectual property rights embodied in all materials, Contractor's proprietary information, and Contractor Technology in connection with the Services and/or this Agreement. "Contractor Technology" shall mean Contractor's proprietary technology, including but not limited to, Contractor's Services, internet operations design, content, software tools, hardware designs, algorithms, software created by Contractor (in source and object forms), user interface designs, architecture products, user manuals (whether in print or electronic), network designs, know-how, trade secrets, and any related intellectual property rights worldwide (whether owned by Contractor or licensed to Contractor from a third party) and also including any derivative works, improvements, modifications, enhancements, or extensions of Contractor Technology conceived, reduced to practice, or developed prior to or during the term of this Master Agreement or any Order or PA.

30. Data Privacy: The Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response

to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that it will use commercially reasonable efforts to ensure that the Services it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

THE WARRANTIES CONTAINED HEREIN AND IN THE STATEMENT OF WORK ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE CONTRACTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

33. Waiver of Breach: Failure of the Lead State, Participating Entity, Purchasing Entity, or Contractor to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity Purchasing Entity or Contractor must be in writing. Waiver by the Lead State, Participating Entity or Contractor of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

34. Assignment of Antitrust Rights: Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

36. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in

accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

38. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

39. NASPO ValuePoint eMarket Center: In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II

to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

41. Government Support: No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

44. Limitation of Liability: Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows :a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) five million dollars (\$5,000,000), whichever is greater.

b. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

The limitations of liability will not apply to claims for bodily injury or death, Section 8, Section 13, and Section 30.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably

requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) terminate any related service agreement.

9. Access to Security Logs and Reports:

a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall allow, upon reasonable request, the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Compliance with Accessibility Standards: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. Web Services: The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. Encryption of Data at Rest: The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. Data Ownership: The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

- a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
- b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.
- c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.
- d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.
- e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.
- f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. Data Location: The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. Security Incident or Data Breach Notification: The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

a. **Security Incident Reporting Requirements:** The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

b. **Breach Reporting Requirements:** If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. Breach Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state (or federal) law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$217 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

6. Notification of Legal Requests: The Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted

and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. Background Checks:

- a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.
- c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. Access to Security Logs and Reports:

- a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing
- b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. Contract Audit: The Contractor shall, upon reasonable request, allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. Data Center Audit: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. Change Control and Advance Notice: The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. Security: As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. Import and Export of Data: The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

ATTACHMENT B

CherryRoad is a full-service system integrator with a focus on supporting clients in the public sector in various Oracle technology initiatives. As an Oracle Platinum partner, we provide private cloud services (IaaS and PaaS), ERP systems implementations and upgrades, custom development, and support services that help maximize Oracle's systems' performance.



Proposal for an NASPO ValuePoint Cloud Solutions for the State of Utah

Solicitation CH16012

March 10, 2016

COST PROPOSAL



Table of Contents

9. Cost Proposal 1



9. Cost Proposal

Cost Proposals will be evaluated independently from the technical proposal. Offeror's cost proposal must include the items discussed in Section 9 of the RFP.

Cost will be evaluated independently from the Mandatory Minimum Requirements, and the Technical responses. Inclusion of any cost or pricing data within the Detailed Technical Proposal will result in the proposal being judged as non-responsive for violation of UCA § 63G-6a-707(5).

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed by the Lead State or NASPO ValuePoint.

Please see:

- **Cost Proposal – CH16012 Cloud Solutions.xlsx**

All pricing reflects a 65% discount off of our government list pricing.

CherryRoad has provided cost tabs for IaaS and PaaS. Tabs for Storage, Network and Disaster Recovery provide additional pricing add on products for both PaaS and IaaS.

Tab 8.21 Secure Authentication reflects Related Value Added Services to the Cloud "Single Sign on, Secure Access and Authentication Platform."

Rate card tab provides both on site and off site rates. On site rates are all inclusive.

IAAS

Operating System	Description	Memory Class	Memory Qty (# GB)	CPU Core Class	CPU Core Qty (#)	Unit of Service	Government List Price (\$)	Percent Discount	Cost Per Unit of Service (\$)
Linux	Oracle Linux on Intel (64-bit)			Small	2	Month	\$97	65%	\$59
Linux	Oracle Linux on Intel (64-bit)			Medium	4	Month	\$162	65%	\$98
Linux	Oracle Linux on Intel (64-bit)			Large	8	Month	\$290	65%	\$176
Linux	Oracle Linux on Intel (64-bit)			XLarge	12	Month	\$256	65%	\$155
Linux	Oracle Linux on Intel (64-bit)			XXLarge	16	Month	\$549	65%	\$333
Linux	Additional Core			Additional	1	Month	\$54	65%	\$33
Windows	Windows 2012 Datacenter (64-bit)			Small	2	Month	\$135	65%	\$82
Windows	Windows 2012 Datacenter (64-bit)			Medium	4	Month	\$236	65%	\$143
Windows	Windows 2012 Datacenter (64-bit)			Large	8	Month	\$439	65%	\$266
Windows	Windows 2012 Datacenter (64-bit)			XLarge	12	Month	\$648	65%	\$393
Windows	Windows 2012 Datacenter (64-bit)			XXLarge	16	Month	\$853	65%	\$517
Windows	Additional Core			Additional	1	Month	\$73	65%	\$45
Linux	Oracle Linux on Intel (64-bit)	Small	4			Month	\$31	65%	\$19
Linux	Oracle Linux on Intel (64-bit)	Medium	8			Month	\$59	65%	\$36
Linux	Oracle Linux on Intel (64-bit)	Large	12			Month	\$86	65%	\$52
Linux	Oracle Linux on Intel (64-bit)	XLarge	16			Month	\$112	65%	\$68
Linux	Oracle Linux on Intel (64-bit)	XXLarge	24			Month	\$167	65%	\$101
Linux	Additional RAM	Additional	1			Month	\$8	65%	\$5
Windows	Windows 2012 Datacenter (64-bit)	Small	4			Month	\$31	65%	\$19
Windows	Windows 2012 Datacenter (64-bit)	Medium	8			Month	\$59	65%	\$36
Windows	Windows 2012 Datacenter (64-bit)	Large	12			Month	\$86	65%	\$52
Windows	Windows 2012 Datacenter (64-bit)	XLarge	16			Month	\$112	65%	\$68
Windows	Windows 2012 Datacenter (64-bit)	XXLarge	24			Month	\$167	65%	\$101
Windows	Additional RAM	Additional	1			Month	\$8	65%	\$5

PAAS

Platform	Description	Memory Class	Memory Qty (# GB)	CPU Core Class	CPU Core Qty (#)	Unit of Service	Government List Price (\$)	Percent Discount	Cost Per Unit of Service (\$)
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 16G RAM/1TB Storage)			XSmall	1	Month	\$3,446	65%	\$2,089
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only -32G RAM/2TB Storage)			Small	4	Month	\$13,786	65%	\$8,355
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only -48G RAM/3TB Storage)			Medium	8	Month	\$27,572	65%	\$16,710
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 64G RAM/4TB Storage)			Large	12	Month	\$41,357	65%	\$25,065
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 96G RAM/5TB Storage)			XLarge	24	Month	\$82,715	65%	\$50,130
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 128G RAM/6TB Storage)			XXLarge	32	Month	\$110,286	65%	\$66,840
Exadata	Additional Dedicated Exadata Core (Hardware only - 16GB RAM/1TB Storage)			Additional	1	Month	\$4,125	65%	\$2,500
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			XSmall	1	Month	\$3,446	65%	\$2,089
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			Small	4	Month	\$13,786	65%	\$8,355
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			Medium	8	Month	\$27,572	65%	\$16,710
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			Large	12	Month	\$41,357	65%	\$25,065
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			XLarge	24	Month	\$82,715	65%	\$50,130
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			XXLarge	32	Month	\$110,286	65%	\$66,840
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 4G RAM/300GB Storage)	XSmall	4			Month	\$307	65%	\$186
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 6G RAM/450GB Storage)	Small	6			Month	\$461	65%	\$279
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 8G RAM/600GB Storage)	Medium	8			Month	\$614	65%	\$372
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 12G RAM/900GB Storage)	Large	12			Month	\$922	65%	\$559
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 24G RAM/1.2TB Storage)	XLarge	16			Month	\$1,229	65%	\$745
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 32G RAM/1.8TB Storage)	XXLarge	24			Month	\$1,843	65%	\$1,117
Exadata	Shared Oracle Exadata Database Computing (Licensing)	XSmall	4			Month	\$463	65%	\$281
Exadata	Shared Oracle Exadata Database Computing (Licensing)	Small	6			Month	\$695	65%	\$421
Exadata	Shared Oracle Exadata Database Computing (Licensing)	Medium	8			Month	\$927	65%	\$562
Exadata	Shared Oracle Exadata Database Computing (Licensing)	Large	12			Month	\$1,390	65%	\$843
Exadata	Shared Oracle Exadata Database Computing (Licensing)	XLarge	16			Month	\$1,854	65%	\$1,123
Exadata	Shared Oracle Exadata Database Computing (Licensing)	XXLarge	24			Month	\$2,780	65%	\$1,685

Storage

Operating System/Platform	Storage Class	Minimum Allocation (GB)	Maximum Allocation (GB)	Unit of Service	Government List Price per GB (\$)	Percent Discount	Price per Unit of Service per GB (\$)
Oracle Linux x86-64	SAN Storage	100	Any	Month	\$0.31	65%	\$0.19
Windows 2012 Datacenter	SAN Storage	100	Any	Month	\$0.31	65%	\$0.19
Exadata	Database Storage	100	Any	Month	\$4.13	65%	\$2.50
Any	Backup	100	Any	Month	\$0.97	65%	\$0.59

Network

Service	Unit of Service	Government List Price (\$)	Percent Discount	Cost Per Unit of Service (\$)	
Data Center Bandwidth (Internet)	1Mbps	\$59	65%	\$36	Monthly
MPLS Connectivity to CherryRoad Data Center	1Mbps			Provided upon request	Monthly
Managed Customer Site Router	1 router	\$165	65%	\$100	Monthly

Disaster Recovery

Platform	Service	Unit of Service	Government List Price (\$)	Percent Discount	Cost Per Unit of Service (\$)	Notes
IAAS	Setup Replication	One time cost per system	\$413	65%	\$250	5 system minimum
PAAS	Setup Replication	One time cost per database	\$2,475	65%	\$1,500	
IAAS	Disaster Declaration	One time cost per system	\$248	65%	\$150	
PAAS	Disaster Declaration	One time cost per database	\$495	65%	\$300	
IAAS	System Replication	Per system	\$50	65%	\$30	Does not include bandwidth or replicated IAAS cost
PAAS	Database Replication	Per database	\$248	65%	\$150	Does not include bandwidth or replicated IAAS cost

8.21 (E) Related Value-Added Services to Cloud Solutions

Component	Government List Price (\$)	Percent Discount	Cost Per Unit of Service (\$)	Notes
SecureAuth - one time setup fee	\$6,600	65%	\$4,000	Minimum \$4k base pending actual scope and client requirements.
SecureAuth - ongoing user/month	\$5	65%	\$3	Per user per month - up to 500 users per client. Larger user counts will be quoted separately.

Rate Card

Position	On-Site*			Off-Site		
	Government List Price (\$)	Percent Discount	Hourly Rate (\$)	Government List Price (\$)	Percent Discount	Hourly Rate (\$)
Program Manager	\$371	65%	\$225	\$322	65%	\$195
Project Manager	\$330	65%	\$200	\$281	65%	\$170
Functional Lead	\$305	65%	\$185	\$256	65%	\$155
Specialty Products Lead	\$330	65%	\$200	\$281	65%	\$170
Technical Lead	\$305	65%	\$185	\$256	65%	\$155
Technical Developer	\$239	65%	\$145	\$182	65%	\$110
Database Administrator	\$272	65%	\$165	\$223	65%	\$135
System Administrator	\$272	65%	\$165	\$223	65%	\$135
Upgrade Specialist	\$305	65%	\$185	\$256	65%	\$155
Change Management Lead	\$272	65%	\$165	\$223	65%	\$135
Training Manager	\$305	65%	\$185	\$256	65%	\$155
Trainer	\$272	65%	\$165	\$223	65%	\$135
Security/Portal Lead	\$305	65%	\$185	\$256	65%	\$155

* On-site rate includes all travel and expenses.

IAAS

Operating System	Description	Memory Class	Memory Qty (# GB)	CPU Core Class	CPU Core Qty (#)	Unit of Service	Government List Price (\$)	Percent Discount	Cost Per Unit of Service (\$)
Linux	Oracle Linux on Intel (64-bit)			Small	2	Month	\$97	65%	\$59
Linux	Oracle Linux on Intel (64-bit)			Medium	4	Month	\$162	65%	\$98
Linux	Oracle Linux on Intel (64-bit)			Large	8	Month	\$290	65%	\$176
Linux	Oracle Linux on Intel (64-bit)			XLarge	12	Month	\$256	65%	\$155
Linux	Oracle Linux on Intel (64-bit)			XXLarge	16	Month	\$549	65%	\$333
Linux	Additional Core			Additional	1	Month	\$54	65%	\$33
Windows	Windows 2012 Datacenter (64-bit)			Small	2	Month	\$135	65%	\$82
Windows	Windows 2012 Datacenter (64-bit)			Medium	4	Month	\$236	65%	\$143
Windows	Windows 2012 Datacenter (64-bit)			Large	8	Month	\$439	65%	\$266
Windows	Windows 2012 Datacenter (64-bit)			XLarge	12	Month	\$648	65%	\$393
Windows	Windows 2012 Datacenter (64-bit)			XXLarge	16	Month	\$853	65%	\$517
Windows	Additional Core			Additional	1	Month	\$73	65%	\$45
Linux	Oracle Linux on Intel (64-bit)	Small	4			Month	\$31	65%	\$19
Linux	Oracle Linux on Intel (64-bit)	Medium	8			Month	\$59	65%	\$36
Linux	Oracle Linux on Intel (64-bit)	Large	12			Month	\$86	65%	\$52
Linux	Oracle Linux on Intel (64-bit)	XLarge	16			Month	\$112	65%	\$68
Linux	Oracle Linux on Intel (64-bit)	XXLarge	24			Month	\$167	65%	\$101
Linux	Additional RAM	Additional	1			Month	\$8	65%	\$5
Windows	Windows 2012 Datacenter (64-bit)	Small	4			Month	\$31	65%	\$19
Windows	Windows 2012 Datacenter (64-bit)	Medium	8			Month	\$59	65%	\$36
Windows	Windows 2012 Datacenter (64-bit)	Large	12			Month	\$86	65%	\$52
Windows	Windows 2012 Datacenter (64-bit)	XLarge	16			Month	\$112	65%	\$68
Windows	Windows 2012 Datacenter (64-bit)	XXLarge	24			Month	\$167	65%	\$101
Windows	Additional RAM	Additional	1			Month	\$8	65%	\$5

PAAS

Platform	Description	Memory Class	Memory Qty (# GB)	CPU Core Class	CPU Core Qty (#)	Unit of Service	Government List Price (\$)	Percent Discount	Cost Per Unit of Service (\$)
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 16G RAM/1TB Storage)			XSmall	1	Month	\$3,446	65%	\$2,089
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only -32G RAM/2TB Storage)			Small	4	Month	\$13,786	65%	\$8,355
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only -48G RAM/3TB Storage)			Medium	8	Month	\$27,572	65%	\$16,710
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 64G RAM/4TB Storage)			Large	12	Month	\$41,357	65%	\$25,065
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 96G RAM/5TB Storage)			XLarge	24	Month	\$82,715	65%	\$50,130
Exadata	Dedicated Oracle Exadata Database Computing (Hardware only - 128G RAM/6TB Storage)			XXLarge	32	Month	\$110,286	65%	\$66,840
Exadata	Additional Dedicated Exadata Core (Hardware only - 16GB RAM/1TB Storage)			Additional	1	Month	\$4,125	65%	\$2,500
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			XSmall	1	Month	\$3,446	65%	\$2,089
Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			Small	4	Month	\$13,786	65%	\$8,355
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Exadata	Dedicated Oracle Exadata Database Computing (Licensing)			XXLarge	32	Month	\$110,286	65%	\$66,840
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 4G RAM/300GB Storage)	XSmall	4			Month	\$307	65%	\$186
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 6G RAM/450GB Storage)	Small	6			Month	\$461	65%	\$279
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 8G RAM/600GB Storage)	Medium	8			Month	\$614	65%	\$372
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 12G RAM/900GB Storage)	Large	12			Month	\$922	65%	\$559
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 24G RAM/1.2TB Storage)	XLarge	16			Month	\$1,229	65%	\$745
Exadata	Shared Oracle Exadata Database Computing (Hardware only - 32G RAM/1.8TB Storage)	XXLarge	24			Month	\$1,843	65%	\$1,117
Exadata	Shared Oracle Exadata Database Computing (Licensing)	XSmall	4			Month	\$463	65%	\$281
Exadata	Shared Oracle Exadata Database Computing (Licensing)	Small	6			Month	\$695	65%	\$421
Exadata	Shared Oracle Exadata Database Computing (Licensing)	Medium	8			Month	\$927	65%	\$562
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* On-site rate includes all travel and expenses.



**Proposal for an NASPO ValuePoint Cloud Solutions for the
State of Utah**

Solicitation CH16012

March 10, 2016

TECHNICAL PROPOSAL



5.2 Cover Letter

Please see CherryRoad's signed cover letter:

- **Cover Letter – CherryRoad.pdf**



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1. RFP Signature Page

The Lead State's Request for Proposal Signature Page completed and signed. See Section 5.1 of the RFP.

Proposals must be submitted with a state supplied signature page, located on Bidsync as an attachment to the RFP, which must contain an ORIGINAL HANDWRITTEN signature executed in INK OR AN ELECTRONIC SIGNATURE, and be returned with the relevant Solicitation documents. PHOTOCOPIED SIGNATURES or FACSIMILE SIGNATURES are NOT ACCEPTABLE (and will result in a finding that your proposal is non-responsive). The Signature Page should be named "Signature Page" is submitted electronically and if submitted manually then it should be the first page included in your proposal packet. The Signature Page includes General Provisions, which are relevant to the RFP.

CherryRoad has attached its signed Proposal Signature page and Vendor Information Form.

Please see:

- **Signature Page – CherryRoad.pdf**



2. Executive Summary

The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. See Section 5.4 of the RFP.

Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

The State of Utah is seeking to establish a Master Agreement with qualified vendors to provide services related to cloud solutions for all participating entities through NASPO ValuePoint Cooperative Purchasing Program. The goal of the RFP is to provide the best value, and achieve more favorable pricing through the collective volume of potential purchases by numerous state and local government entities. The Agreements will supply high-quality, cloud-based service providers that have the ability to provide a menu of cloud solution offerings that will increase the technology department's overall efficiencies, reduce costs, improve operational scalability, provide business continuity, increase collaboration efficiencies, and allow for expanded flexibility in work practices and system improvements.

The awarded contracts will allow the participating entities access to technical capabilities that run in cloud environments and meet NIST Essential Characteristics. Categories in scope include Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS).

CherryRoad Company Overview

CherryRoad is a full-service system integrator with a focus on supporting clients in the public sector in various Oracle technology initiatives. As an Oracle Platinum partner, we provide private cloud services (IaaS and PaaS), ERP systems implementations and upgrades, custom development, and support services that help maximize Oracle's systems' performance. We have been providing technology solutions to state and local governments for over 20 years and have developed the products and tools needed to support the cloud technology initiatives outlined in this RFP.

CherryRoad IaaS and PaaS Service Offerings

CherryRoad's cloud solutions (IaaS and PaaS) were developed specifically for state and local government. We leveraged our platform and infrastructure experience attained by working with 14 states including the States of Oklahoma, Vermont, New Mexico, Tennessee, and Delaware. While working with hundreds of state agencies, CherryRoad learned that three components for state infrastructure and platform requirements stood out: **Security**, **Performance**, and a **Voice**. The requirements and liability of **Securing** personal, identifiable information has never been more important. The need for processing massing data transactions at the state level requires the highest **Performing** technology. And finally, ever-changing regulatory and compliance updates drive the need for states to have a **Voice** regarding their cloud requirements. CherryRoad saw that large public cloud providers could not provide solutions to government with these attributes. That's why CherryRoad built our IaaS and PaaS solutions specifically for state and local government. Our infrastructure, security,



processes, and controls are designed to meet government compliance requirements and allow clients to have a voice regarding what advancements and updates should be made in the future. Our solutions are designed from top to bottom for government, no labor or data information crosses U.S. borders, and all storage, monitoring, and access of data is confined within the U.S.

Infrastructure as a Service (IaaS)

CherryRoad's Infrastructure as a Service (IaaS) offers a set of core infrastructure capabilities such as elastic compute and storage to provide our clients the ability to run any workload in our cloud. Specifically for developers, infrastructure services will include:

- *Compute Service* to leverage elastic compute capacity to address growing business needs.
- *Storage Service* to provide a secure, scalable, reliable, and simple storage solution to meet all of your enterprise needs.
- *Messaging Service* to leverage dynamic messaging capabilities for workflow agility.

Platform as a Service (PaaS)

CherryRoad's PaaS solutions offer our clients the necessary tools help your organization innovate faster, increase productivity, and reduce costs. Our offerings include:

- **Application Development** – In order to help our clients reduce the cost of developing, testing, and deploying applications CherryRoad utilizes our platform to roll out critical application development services. These service offerings allow our clients to develop and deploy nearly any type of application, including enterprise apps, lightweight container apps, web apps, mobile apps, and more. We utilize Oracle products that are based on prevailing Java standards, so development teams can use familiar architectures, utilities, and products.
- **Data Management** – Utilizing our Exadata systems, our clients can easily embark on a pure CherryRoad cloud or hybrid cloud strategy that spans on-premises databases as well as databases in the cloud. Our Exadata services offer immediate business benefits to a broad range of customers including the following benefits:
 - Existing Oracle Database customers who are not on Exadata can start getting the benefits of increased performance, availability, and scalability benefits without losing any of the database functionality they rely on.
 - Organizations that are utilizing other public cloud databases with limited functionality and compromised data consistency can move to the most sophisticated database functionality on the most powerful private cloud database platform.
- **Business Analytics** – Utilizing our platform, we can deliver Oracle's Business Analytics which provides an unmatched user experience with the ease and flexibility you need from your analytics system. Combine any data from any source for a complete view of your business.
- **Integration** – Integration Services simplify and accelerate integration of our cloud and your on-premises applications. With comprehensive cloud-based integration, you can maximize the value of data and create innovative services with greater agility and reduced risk.



- **Content and Process** – Organizations need cloud-based services that can blend content, people, processes, and communications as part of a cohesive workflow. The State can utilize a new generation of connected tools that drive meaningful collaboration and mobility.



3. Mandatory Minimums

This section should constitute the Offeror's point-by-point response to each item described in Section 5 of the RFP, except 5.1 (Signature Page) and 5.4 (Executive Summary). An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 5 of the RFP.

5.2 Cover Letter

Please find CherryRoad's cover letter at the very beginning of this response, after the cover page.

5.3 Acknowledgement of Amendments

Please find CherryRoad's signed acknowledgements in the last section of this response.

5.5 General Requirements for the Service Offerings

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

CherryRoad agrees to provide a usage report administrator responsible for the quarterly sales reporting described in the in the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

CherryRoad agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

*5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment . Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), **Exhibit 1 to Attachment B**, or submit a report documenting compliance with Cloud Controls Matrix (CCM), **Exhibit 2 to Attachment B**. Offeror must also represent and warrant the accuracy and currency of the information on the completed. **Offerors are encouraged to complete and submit both exhibits to Attachment B.***

CherryRoad has completed CSA STAR Registry Self-Assessment and has submitted the Consensus Assessments Initiative Questionnaire (CAIQ), **Exhibit 1 to Attachment B**

Please see:

- **Technical Response – 8.13 b – CherryRoad Exhibit 1.xlsx**



5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

CherryRoad has provided a sample of its Service Level Agreements (SLA). The Sample SLA can be found in section 8.10 of this response.



5.7 Recertification of Mandatory Minimums and Technical Specifications

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

CherryRoad acknowledges that if awarded a contract under the RFP that it will annually certify to the lead state that it still meets or exceeds the technical capabilities discussed in this proposal.



4. Business Profile

This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.

6. Business Information

6.1 (M) (E) Business Profile

*Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. **Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.***

CherryRoad Technologies Inc. provides Cloud Services, systems implementations, integrations, upgrades, and consulting services that maximize ERP system performance for the public sectors. For three decades, CherryRoad has earned a solid reputation for combining our technological, organizational, functional, and vertical market expertise into practical solutions that deliver results, specifically with Oracle's applications. Our flexible approach and methodologies enable us to structure engagements that best meet our clients' specific needs.

Key Services	
Enterprise Solutions	Strategy assessments, enterprise application integration, software implementations, upgrades, training, and production support for Oracle Enterprise Resource Planning (ERP) PeopleSoft, E-Business, and Cloud suites.
Oracle Fusion Implementation Services	Dedicated certified team to provide best practice implementations and guidance for net new adoption, co-existence, or migration from existing systems.
Cloud Services IaaS PaaS	Application hosting services for the entire technology stack including physical infrastructure, security network, communications infrastructure, hardware, operating systems, database, and disaster recovery in our world-class data centers.
Application Support Services	Oracle application on-site and remote functional and technical support services backed by 24x7 help desk support.
Management Consulting	Strategy/Visioning, Change Management, Software Selection, and Business Process Optimization services.
Enterprise Architecture	Current and future state architecture definitions, future state roadmap development, and overall information technology (IT) and IT strategy assessment services.
Business Intelligence	Proactive intelligence, real-time predictive analytics, and scalable solutions that are enterprise-wide or local to one division, department, or project.



Office Locations

Headquartered in Morris Plains, NJ, CherryRoad has additional offices in Boca Raton, FL; Chicago, IL; and Sacramento, CA. We employ 175 full-time consultants who manage concurrent projects nationwide.

Steady Growth

CherryRoad's financial strength is demonstrated by our consistent stability and growth. In 2015, we acquired the Oracle practice, including the E-Business and Cloud activities, of Strategic Information Solutions, Inc. (SIS). This purchase was preceded by our acquisition in 2009 of the Oracle PeopleSoft practice of Towers Watson, a global provider of HR consultancy services, and our 2010 acquisition of the Maximus ERP Solutions Division, a top provider of PeopleSoft implementation services at the state level.

CherryRoad has a stable management team charting its course. The firm's founders and original executive management team are actively involved in the day-to-day management of the business.

Best Diversity Company Award Winner

CherryRoad was recently voted by the readers of *Diversity/Careers in Engineering & Information Technology Magazine* as a 2014 "Best Diversity Company" in recognition of our support of minorities, women, veterans, attention to work/life balance, and commitment to diversity.



6.2 (M) (E) Scope of Experience

Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the Offeror provided Solutions identical or very similar to those required by this RFP. Government experience is preferred.

CherryRoad is a leading Oracle partner specializing in cloud, implementation, upgrade, and support services for Oracle clients within the public sector. The CherryRoad team brings to the State an unparalleled track record of experience and success in providing total business results to government agencies across the country.

Similar Public Sector cloud-based hosting projects include:

San Diego Office of Education

Cloud Contract value 1.2 million per year on a three-year contract.

The San Diego County Office of Education (SDCOE) includes 42 K-12 school districts, and five community colleges servicing hundreds of thousands of students. SDCOE has fiscal oversight of school districts and provides other required and optional services such as retirement reporting, credential auditing, intermediary between the State and the County of San Diego, County Treasury,



commercial warrant auditing, and other various support functions. The County processes almost 668,000 payroll warrants per year for 72,000 employees. On average, 55,000 people are paid each month. It also processes more than 135,000 commercial warrants annually for the local school districts.



CherryRoad was chosen to implement, **host**, and support SDCOE's PeopleSoft Financials and HCM version 9.2, as well as ECM, Hyperion, and Oracle Business Intelligence. The objectives of the project include modernizing and improving systems while reducing the long-term total cost of ownership. The solution will integrate critical business processes including payroll, human resources, financial accounting, and business operations across the organizations. It will also modernize recording, tracking, and managing of internal and external human resources activities, including standardization across districts, while recognizing district-specific needs and automation of manual processes

As part of PeopleSoft FIN, HCM, and Portal implementation project, CherryRoad provides Oracle Database support and management services including:

- **Installation and configuration of Oracle Real Application Clusters and Oracle RDBMS 11.2.0 on Linux RedHat platform**
- **Installation of Oracle RDBMS on Oracle Engineered Exadata platform**
- **Simultaneous management of 150+ databases**
- Oracle database configuration for PeopleSoft environments
- **Installation and configuration of Oracle Enterprise Manager Grid Control 11g in order to monitor, manage, and tune Oracle databases**
- Implementation of disaster recovery plan based on Oracle Dataguard technology
- **Several production databases running in NJ data center are being continuously replicated to Dataguard standby databases in CA data center**
- **Database availability monitoring and notifications**
- Database performance monitoring and SQL tuning
- Implementation of RMAN hot and cold backup and recovery process
- Implementation of scripted and scheduled automatic and ad hoc process of Development database refresh from copy of production

Orange County, NY

Cloud contract value: \$250,000 per year on a three-year contract.



Orange County is part of the Poughkeepsie-Newburgh-Middletown, NY Metropolitan area. It is in the state's scenic Mid-Hudson region of the Hudson Valley

CherryRoad was selected to provide **Hosting** and Help Desk services to support the Oracle E-Business suite of applications and infrastructure. The County was struggling to support their enterprise systems with a combination of in-house staff and outside contractors.

CherryRoad provides Hosting and Disaster Recovery support for hardware, operating systems, operational services, database administration services, systems administration services, and application management services.



As part of ongoing support, CherryRoad works with the County to provide continuous improvement, helping to maximize the ROI on their ERP system.

Support benefits include:

- Reduction in County's current service response time
- Reduced capital expenditures
- Flexibility to scale infrastructure up or down on-demand
- Extend Oracle support staff skills through vendor's resources
- Improved service levels
- More efficient utilization of County functional staff
- Safe, secure, and auditable data center infrastructure
- Secure backup services with recoverable data

In addition, CherryRoad recently conducted a database upgrade from RDBMS 10.2.0.4 to RDBMS 11.2.0.4 (i.e. 11gR2).

Georgia State Financing and Investment commission

Cloud contract value: \$120,000 per year on a three-year contract.



The Georgia State Financing and Investment Commission (GSFIC) manages the proper application of proceeds from general obligation debt and the issuance of all public debt by the State.

GSFIC is responsible for the planning, scheduling, selling, and delivery of general obligation bonds, including the investment and accounting of all proceeds from the issuance of these bonds or from other amounts appropriated by the Legislature for capital outlay purposes.

As partners for 17+ years, CherryRoad and GSFIC completed many successful projects ranging from the initial implementation to the most recent PeopleSoft Financials upgrade to version 9.2 and PeopleTools 8.54, with the Microsoft SQL Server database upgrade to 2012.

After the implementation of PeopleSoft version 7.0, GSFIC struggled with the software and hardware demands required to support and maintain the system and turned to CherryRoad for a solution.

In 1999, CherryRoad began the process of 'Upgrade to Hosting' the application. **In 2000, the application was live on the CherryRoad Public Sector Cloud. This Cloud migration included a database conversion from the Oracle platform to MicroSoft SQL Server and an application upgrade to the latest PeopleTools version 7.5.**

Today, CherryRoad continues to provide 24x7 support, including technical and functional support utilizing our Managed Services Help Desk. These support services include on-demand PeopleSoft customizations, expert support with functional processing and/or configuration challenges, as well as performance tuning and regular and standard hardware and software maintenance.

CherryRoad and GSFIC have shared many accomplishments while keeping the PeopleSoft application certified and compliant, including four full PeopleSoft application upgrades. During these, CherryRoad



managed the processes performing all technical retrofits and new development as well as complete functional regression testing on the new systems.

University of Texas – Dallas

Cloud contract value: \$960,000 per year on a two-year contract.

Opened in 1969, UT Dallas has evolved into one of the best research institutions in Texas. With 133-degree programs, the university attracts the brightest minds in science, math, and engineering and boasts one of the top business schools in the state. An ever-expanding breadth of degree programs and capital improvements to the campus promise to push UT Dallas to the forefront of education excellence.



UT Dallas has approximately 23,000 students and 79,938 alumni.

CherryRoad was selected to provide hosted and managed services to include disaster recovery (DR) for all Oracle and PeopleSoft integrated environments (production and non-production) for currently implemented UTD ERP systems which include HCM, Financials, Campus Solutions, OBIEE, and STAT environments.

CherryRoad created a DR solution for the University that utilizes Oracle Exadata for real time DB replication. A hot site where live VMs are running is maintained with nightly refreshes of data. Data backup and restore are handled by Commvault Simpana and stored on tape and EMC DataDomain.

Miami Children's Health System

Cloud contract value: \$240,000 for a three-year contract.



Miami Children's Health System is South Florida's only licensed specialty hospital exclusively for children with more than 650 attending physicians and over 130 pediatric sub-specialists. The 289-bed hospital is renowned for excellence in all aspects of pediatric medicine and is routinely ranked among the best children's hospitals in the nation. MCH is one of the largest employers in Miami-Dade County in 2014 with over 3,500 employees.

MCH is implementing PeopleSoft 9.2 Financials, HCM, and Supply Chain Management applications. **CherryRoad is providing IaaS and PaaS for the entire technology stack including physical infrastructure, security, network, communications infrastructure, hardware, operating system, and database in our facilities. Each of the following services are being provided for all Non-Production and Production environments.**



- **Operating System Management** – Manage operating system security, and monitor performance.
- **Infrastructure Patches and Fixes** –, apply standard infrastructure patches
- **Hosting Facility (Data Center)** – Maintain physical security of the hosting facility and maintain inventory of assets.
- **Storage Management** – Monitor/maintain file systems, provide offsite storage, and monitor/maintain storage for database instances.
- **Network Management** – Maintain and monitor all network LANs and VLANs within the hosting



facility. **Backup/Restore/Disaster Recovery Management** – Setup and configure backups and monitoring and recover the environment in the event of a disaster.

- **Monitoring, Event Detection, and Notification** – Identify initial hardware, OS, LAN, database, and software monitoring requirements, **Database Administration** – Administer database instances including configuration, sizing, ongoing storage management,.
- **Oracle Software Architecture Administration** – Configure and maintain server environments and provide routine reboots of server components according to schedule.
- **Help Desk/Client Management/Project Management** – Address issues and problems arising from the services
- **Application Patching** – Provide technical support to apply application patching two times per year. Tax updates and regulatory patching applied when released.
- **Oracle Application Performance and Tuning** – Monitor application availability, identify software or service issues. Facilitate the analysis of performance bottlenecks and assist in troubleshooting application performance issues.



6.3 (M) Financials

Offeror must provide audited financial statements to the State and should meet a minimum Dun and Bradstreet (D&B) credit rating of 4A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

CherryRoad has provided the following information in separate documents:

- **Business Profile – 6.3 Financials – CherryRoad Dun and Bradstreet Report.pdf**
- **Business Profile – 6.3 Financials – CherryRoad Confidential Audited Financial Statement 2014-2015.pdf**
- **Business Profile – 6.3 Financials – CherryRoad Letter to Accompany Audited Financial Statement.pdf**



6.4 (E) General Information

6.4.1 Provide any pertinent general information about the depth and breadth of your services and their overall use and acceptance in the cloud marketplace.

The focus of CherryRoad's response is to provide Infrastructure- and Platform as a Service (IaaS and PaaS) services to the State. Building on our ERP consulting and hosting experience, CherryRoad has developed a total Managed Services solution for state and local government market that brings IaaS, PaaS, support, and continuous improvement to our clients.

Our Managed Service solution, used in part by organizations such as the states of Georgia, Indiana, Minnesota, Delaware, and the San Diego Office of Education, will provide the State a one-stop solution, built on Oracle Engineered Systems and housed in CherryRoad's Tier 3 data centers. CherryRoad's support solution has been built from the ground up specifically public sector. Our infrastructure, security, processes, and controls were all designed to meet state and local government compliance requirements. CherryRoad takes industry standard current and future security and compliance requirements very seriously, and that is why our solution does not allow any labor or data to cross U.S. borders. This includes the storage, monitoring, and accessing of data. Mission critical systems will be maintained, users will be supported, and continuous process improvement will be delivered. The benefit to our clients is this allows them to focus on core constituent service objectives while CherryRoad handles the day-to-day maintenance and upkeep of the system.

Oracle Engineered Systems combine best-of-breed hardware and software components and achieves the goals of improving computing performance by preconfiguring each of the technology layers to work together in an optimal fashion. Designed, engineered, and tested to work best together, Oracle Engineered Systems are optimized for world class performance. The CherryRoad solution is cutting edge within the public sector and offers our clients speed and efficient systems at a fraction of the cost. While it is important for our clients to understand the infrastructure and technology that will support your applications, it is even more meaningful to understand the benefits of that technology to your business and your users. The infrastructure solution that CherryRoad is proposing utilizes Oracle's Exadata and places our clients in the best position to:

- Attain the maximum service level agreements for performance. Solutions based from a commodity technology build out will not attain the performance levels of our solution.
- Reduce points of failure. Engineered Systems are designed to be fully integrated and remove single points of failure. This translates to maximum availability and reduced risk to our clients.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

Utilizing our existing architecture and datacenters, our CherryRoad Managed Services team can create test or proof of concept environments to allow an entity to verify we have met mandatory requirements at multiple levels. Whether it involves utilizing our Help Desk, creating an instance for use, and/or making a tool available CherryRoad's team will work with the specific entity as needed.



6.5 (E) Billing and Pricing Practices

DO NOT INCLUDE YOUR PRICING CATALOG, as part of your response to this question.

6.5.1 Specify your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

CherryRoad offers flexible billing practices to meet our client's needs. Our typical cloud-based services pricing structure is an all-inclusive, fixed monthly fee for a term of 3-5 years. Additional fixed priced project work can be billed on an agreed upon deliverables based schedule. We also have enclosed our rate card in the pricing section of the proposal for any Time and Material work.

6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

There is typically a transition fee when moving from an on premise or existing system to a cloud based platform. This is usually a fixed cost fee and can be paid semi-monthly or incorporated into the long-term fixed monthly services fee.

6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

CherryRoad Cloud systems are designed on the NIST cloud architecture model. Tools used to monitor and report on usage and billing information have been described earlier in this response.



6.6 (E) Scope and Variety of Cloud Solutions

Specify the scope and variety of the service models you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer.

The focus of CherryRoad's response is around IaaS and PaaS services utilizing our Exa engineered systems platform within our state of the art hosting facilities. Our services include but are not limited to:

Infrastructure as a Service (IaaS)

CherryRoad's Infrastructure as a Service (IaaS) offers a set of core infrastructure capabilities like elastic compute and storage to provide our clients the ability to run any workload in our cloud. Specifically for developers, infrastructure services will include:

- *Compute Service* to leverage elastic compute capacity to address growing business needs.
- *Storage Service* to provide a secure, scalable, reliable, and simple storage solution to meet all of your enterprise needs.
- *Messaging Service* to leverage dynamic messaging capabilities for workflow agility.

Platform as a Service (PaaS)

CherryRoad's PaaS solutions offers our clients the necessary tools help your organization innovate faster, increase productivity, and reduce costs. Our offerings include:

- *Application development* - In order to help our clients reduce the cost of developing, testing, and deploying applications CherryRoad utilizes our platform to roll out critical application development services. These services offerings allow our clients to develop and deploy nearly any type of application, including enterprise apps, lightweight container apps, web apps, mobile apps, and more. We utilize Oracle products that are based on prevailing Java standards, so development teams can use familiar architectures, utilities, and products.
- *Data Management* – Utilizing our Exadata systems our clients can easily embark on a pure CherryRoad cloud or hybrid cloud strategy that spans on-premises databases as well as databases in the Cloud. Our Exadata Services offer immediate business benefits to a broad range of customers including the following benefits:
 - Existing Oracle Database customers who are not on Exadata can start getting the benefits of increased performance, availability and scalability benefits without losing any of the database functionality they rely on.
 - Organizations that are utilizing other public cloud databases with limited functionality and compromised data consistency can move to the most sophisticated database functionality on the most powerful private cloud database platform.
- *Business Analytics* – Utilizing our platform we can deliver Oracle's Business Analytics which provides unmatched user experience with the ease and flexibility you need from your analytics system. Combine any data from any source for a complete view of your business.



- *Integration* – Integration Services simplify and accelerate integration of our cloud and your on-premises applications. With comprehensive cloud-based integration, you can maximize the value of data and create innovative services with greater agility and reduced risk.
- *Content and Process* – Organizations need cloud-based services that can blend content, people, processes, and communications as part of a cohesive workflow. The State can utilize a new generation of connected tools that drive meaningful collaboration and mobility.



6.7 (E) Best Practices

Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

CherryRoad is committed to providing safe and secure systems using industry best practices. Our policy and practice of constant improvement is designed to ensure that industry best practices are implemented at all times.

Some of the services provided today are:

- Anti-virus is run on all systems and maintained by our operations staff.
- Host Based IDS is run on all systems and maintained by our operations staff.
- Firewalls protect the outside perimeter for both internet and private networks. They provide for segregation of data and a choke point for unauthorized data access. The CherryRoad network team supports these devices and all security data is reviewed to detect any unwanted activity.
- Network IDS is employed to not only detect but to deter unwanted activity to protect the integrity and availability of the data transporting over CherryRoad networks.
- Physical Network separation of all client data to ensure privacy and security.
- SIEM system monitoring to monitor all vital infrastructures.
- All data at rest is encrypted to ensure privacy while at rest.
- All offsite tape data is encrypted to ensure privacy from outside threats.
- All user accounts are individual and subscribe to least privilege.
- Data Center physical security requires badged user 24x7x365 guarded to thwart any unauthorized access to infrastructure or media containing client data.
- All equipment is physically secured in locked cages on datacenter floor.
- VPN encrypted access with two factor authentication.
- All supported applications, databases and network are hardened according to industry best practices and validated via annual independent audits:
 - SSAE-16
 - HIPPA
 - NIST 800-53
 - PCI
 - 27001
 - CSA

CherryRoad currently employs the following policies and standards to ensure data confidentiality.

- Access credentials utilize best practice of least privileged.
- Every administrative user must have their own named account.
- Remote Administrator Access Process: Requires two factor authentication and secure VPN with encryption.
- Password Administration policy
- PC acceptable use policy/
- User Administration policy



- Employment termination and account removal process.

CherryRoad and industry best practice require that all user access is reviewed on a regular basis. Access credentials are locked out after five unsuccessful attempts. CherryRoad administrative user account access is reviewable annually and is restricted to least privilege.



5. Organization Profile

This section should constitute the Offeror's response to the items described in Section 7 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 7 of the RFP.

7. Organization and Staffing

This Section focuses on the individual persons and roles that will be involved in performance of the Master Agreement. The State has identified a number of roles that are necessary based on the requirements of Attachment D; these titles are not meant to be restrictive, but are used to identify key roles. The State recognizes that different Offerors may use different titles, have different organizational structures, and employ roles that have not been specifically identified by the State. For the roles that have been identified, provide the required information about the person/role that will meet the requirements identified by the State; feel free to provide the title your business uses for that role. If multiple identified roles are performed by the same person, be sure to include that information in your response.

7.1 (ME) Contract Manager

*The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. **The Contract Manager must have experience managing contracts for cloud solutions.***

Our proposed Contract Manager has over five years of experience managing contracts for cloud-based solutions.

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

Nazgol Khamneipur PMP
415-722-6461
nkhamneipur@cherryroad.com
Availability: 8 am to 5 pm CST

*7.1.2 **Describe in detail** the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. **Provide a detailed resume for the Contract Manager.***

Nazgol Khamneipur has over twelve years' experience managing large contracts for Public sector clients, including many States, Counties, and Cities. She currently provides contract management and reporting services for our cloud and Managed Services accounts.

Nazgol R. Khamneipur, PMP
Contract Manager/Contract
Administrator

- Certified Project Management Professional (PMP)
- PeopleSoft Certified HRMS Consultant, Financial Consultant, and Technology Consultant



	• More than 16+ years of experience with IT implementation and upgrade projects • In-depth experience in management and supervision of developers, analysts, programmers, and leads; as well as hiring, budgeting, revenue tracking, profit and loss accountability. • Recent projects include Kern High School District, CA; State of Minnesota; Georgia State Financing & Investment Commission (GSFIC); Sonoma County, CA; and University of Texas-Dallas
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Nazgol’s resume follows.



NAZGOL R. KHAMNEIPUR, PMP

Director - Support Services

Experience Summary

Project Manager with over sixteen years of experience in implementation projects, twelve of which are in Public Sector administration with State government and Transportation. Extensive business process and technical knowledge as well as a track record of sustaining HCM and Financial applications. Highly organized.

Project Summary

Client Names	Role On Project	Dates On Project
Atlantic Health Systems	Service Delivery Manager	03/16 – Present
City of Seattle, WA	Service Delivery Manager	02/16 – Present
City of San Jose, CA	Service Delivery Manager	02/16 – Present
Miami Children's Hospital	Service Delivery Manager	02/16 – Present
CherryRoad Managed Services	Director of Support Services	05/15 – Present
State of Minnesota	Service Delivery Manager	05/15 – Present
Georgia State Financing & Investment Commission (GSFIC)	Service Delivery Manager	05/15 – Present
Sonoma County, CA	Service Delivery Manager	03/15 – Present
Indiana Public Retirement System (INPRS)	Service Delivery Manager	05/14 – Present
CherryRoad Managed Services	PMO	01/14 – 04/15
San Diego County of Education (SDCOE), CA	Service Delivery Manager	09/13 – Present
City & County of San Francisco Controller's Office (CCSF), CA	Service Delivery Manager	09/13 – 04/15
Ramsey County, MN	Project Manager	05/13 – 07/31
State of Minnesota	Project Manager	11/11 – 04/13
Cognizant	Functional Consultant	09/11 – 11/11
State of Minnesota	Project Team Lead	02/10 – 07/11
Bay Area Rapid Transport District (BART)	Project Manager	12/04 – 02/10

Skills Summary

Certifications & Training:

- Certified Project Management Professional (PMP), 2011
- Sun Certified Programmer for Java 2 Platform, 2002
- Project Management for IT Professionals, International Institute of Learning, 2002
- PeopleSoft Certified HRMS, Financial Management, & Technology Consultant, 2001

PeopleSoft Experience:

- 16+ years

- Employee/Manager Self-Service
- Workforce Administration

Public Sector Experience:

- 12 years

PeopleTools:

- PeopleCode
- Workflow
- Application Engine
- Crystal/Query
- Tree Manager
- nVision
- Process Scheduler
- Security Administration

PeopleSoft Modules:

- Billing
- Accounts Receivable
- General Ledger
- Commitment Control
- Project Costing
- Human Resources
- Base Benefits, Benefits Administration
- Profile Management
- eProfile
- Position Management

Methodologies:

- MTK
- Software Development Life Cycle
- Project Management for IT Professionals



Professional Experience Summary

Client Name: *Atlantic Health Systems*
Role(s) on Project: *Service Delivery Manager*
Module(s): *PeopleSoft HCM*
Environment: *PeopleSoft v9.2*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *City of Seattle, WA*
Role(s) on Project: *Service Delivery Manager*
Module(s): *PeopleSoft FMS*
Environment: *PeopleSoft v9.2*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *City of San Jose, CA*
Role(s) on Project: *Service Delivery Manager*
Module(s): *PeopleSoft HCM, Hyperion, Taleo*
Environment: *PeopleSoft v9.2*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *Miami Children's Hospital*
Role(s) on Project: *Service Delivery Manager*
Module(s): *PeopleSoft HCM & FMS*
Environment: *PeopleSoft v9.2*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *CherryRoad Managed Services*
Role(s) on Project: *Director of Support Services*

- Responsible for all Managed Services Support Engagements.
- Manage all Application Support resources for Managed Services.
- Develop standardized policies and processes to be followed by the managed services team.
- Work with PM/Service Delivery Manager/Transition Manager to improve project efficiency and communication.



- Report on project metrics to CherryRoad Management and / or client counterparts.
- Develop strong relationships with client counterpart and team leaders.
- Collaborate with Business Development in order to evaluate opportunities for risk, bandwidth, and project success.
- Facilitation of Quarterly Ops Review.
- Ensure that policies and procedures are being followed by project team.
- Ensure that all controls and processes (SSAE 16) are followed.

Client Name: *State of Minnesota*
Role(s) on Project: *Service Delivery Manager*
Module(s): *PeopleSoft FMS, HCM and OBIEE*
Environment: *PeopleSoft v9.1*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *Georgia State Financing & Investment Commission (GSFIC)*
Role(s) on Project: *Service Delivery Manager*
Module(s): *PeopleSoft FMS*
Environment: *PeopleSoft v.9.2*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *Sonoma County, CA*
Role(s) on Project: *Service Delivery Manager*
Module(s): *PeopleSoft FMS, Hyperion*
Environment: *PeopleSoft v9.2*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *Indiana Public Retirement System (INPRS)*
Role(s) on Project: *Service Delivery Manager*

- Manage and facilitate all Managed Services activities as well as ongoing client relationship related to Actuary reporting.
- Collaborate with INPRS Project Management on QA and UAT testing and issue resolution for Actuary Report.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.



Client Name: *CherryRoad Managed Services*

Role(s) on Project: *PMO*

- Develop standardized policies and processes to be followed by the managed services team.
- Work with PM / EM to improve project efficiency and communication.
- Report on project metrics to CherryRoad Management and / or client counterparts.
- Develop strong relationships with client counterpart and team leaders.
- Collaborate with Business Development in order to evaluate opportunities for risk, bandwidth, and project success.
- Facilitation of Quarterly Ops Review.
- Ensure that policies and procedures are being followed by project team.
- Ensure that all controls and processes (SSAE 16) are followed.

Client Name: *San Diego County of Education (SDCOE), CA*

Role(s) on Project: *Testing Manager / Service Delivery Manager*

Module(s): *HR, BN, BA, TL, AM, PY, GL, AP, AR, BI, PO, Banking*

Environment: *PeopleSoft v9.2 Implementation*

Service Delivery Manager for San Diego County of Education (SDCOE).

- Facilitated planning and management of the various testing cycles; System, Integration, UAT and Parallel for the District wide rollout of PeopleSoft.
- Manage and facilitate all Managed Services activities as well as ongoing client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *City & County of San Francisco Controller's Office (CCSF), CA*

Role(s) on Project: *Service Delivery Manager*

Module(s): *ELM*

Environment: *PeopleSoft v9.2 Implementation*

Service Delivery Manager for City and County of San Francisco as well as provide Quality Assurance and Project Management oversight for City and County of San Francisco Controller's Office ELM Implementation.

- Participate in team meetings in order to review and prioritize project tasks.
- Reviewed and updated project schedule based on changes to resource requirements and critical path.
- Liaison between client and implementation team for issue and risk management.
- Manage and facilitate all Managed Services activities as well as client relationship.
- Ensuring that quality services are delivered in regard to the agreed SLA.
- Providing detailed reports as per an agreed upon schedule, including management and account performance reports.
- Mitigating and solving escalations with urgency and determination.

Client Name: *Ramsey County, MN*

Role(s) on Project: *Project Manager*

Module(s): *SC*

Environment: *PeopleSoft v9.1 Implementation*

Project Manager for Ramsey County's Supplier Contract Management Implementation.

- Conducted team meetings in order to review and prioritize project tasks.
- Reviewed and updated project schedule based on changes to resource requirements and critical path.
- Identified corrective actions to address issues and project risks.



- Managed the prioritization of ongoing tasks, resource assignments and tracking against the project plan.

Client Name: *State of Minnesota*
Role(s) on Project: *Project Manager*
Module(s): *PO, ePro, SS, SC, eSup, Inventory, nVision Reporting*
Environment: *PeopleSoft v9.1 Implementation*

Project Manager for Phase II of State of Minnesota's SWIFT Implementation focused on advanced procurement functionality and nVision reporting.

- Managed the full life cycle implementation including integration, data conversion, testing, and documentation deliverables across multiple State agencies.
- Conducted team meetings in order to review and prioritize project tasks with functional and technical resources.
- Reviewed and updated project schedule based on changes to resource requirements and critical path.
- Identified corrective actions to address issues and project risks.
- Reviewed changes in scope with client in order to identify required Change Requests.
- Produced and presented weekly metric reports to the State's Steering Committee.
- Built a long-term relationship with the client through open communication and proactive planning in order to catch up on late tasks and as well as provide visibility into upcoming tasks.
- Managed the prioritization of ongoing tasks, resource assignments and tracking against the project plan.

Client Name: *Cognizant*
Role(s) on Project: *Functional Consultant*
Module(s): *HR, Base Benefits, ePay, eProfile, eProfile Manager, ePerformance, eDevelopment, Payroll Interface, Absence Management, Connector for ADP, Track Global Assignments, Manage Competencies*
Environment: *PeopleSoft v8.9 HCM Assessment*

Collaborated with TowersWatson to perform an HCM assessment and benchmark existing application landscape against the "best of breed" systems for one of the fastest growing consulting and outsourcing companies.

Cognizant's current employee strength is over 100,000 employees worldwide with expected rapid growth in the next 4-5 years, coupled with expansion in the global geographical footprint.

- Came to understand Cognizant's current usage patterns, interfaces and identified pain-points for PeopleSoft HCM (8.9) and ELM (9.0) in order to identify a solution that meets these requirements and is also scalable to cater to the expected growth the organization would witness in the next 5-7 years.
- Studied the key customizations, interfaces, and bolt-ons developed in PeopleSoft 8.9 and recommend a strategy to minimize them in the proposed solution.
- Explored opportunity to move as many non-PeopleSoft applications, currently being used, into the proposed solution by leveraging the features / functionalities available in PeopleSoft 9.1.
- Recommended how to enhance / reengineer some of the key people processes to make them seamless and efficient by leveraging on industry best practices.
- Provided an upgrade roadmap for PeopleSoft v8.9 to the recommended solution.

Client Name: *State of Minnesota*
Role(s) on Project: *Project Team Lead*
Module(s): *AP, AR, GL, PO, ePRO, SS, SC, eSUP, IN, CM, eSet, KK, AM, BI, PC, GM*
Environment: *PeopleSoft v9.1 Implementation*

Managed consultant team of twenty as well as collaborated with client counterpart providing guidance to the client leads and SMEs on Statewide PeopleSoft Financials implementation for over 100 agencies.

- Managed the full life cycle implementation including integration, data conversion, testing, and documentation deliverables across multiple State agencies.



- Worked with business managers and Enterprise Readiness to ensure smooth transition from the "as is" to the "to be" business operating environment through communications, agency assignments and custom training.
- Conducted team meetings to review and prioritize project tasks with functional and technical resources.
- Reviewed and updated project schedule based on changes to resource requirements and critical path.
- Identified corrective actions to address issues and project risks.
- Reviewed changes in scope with client counterparts in order to identify required Change Requests.
- Produced and presented weekly metric reports to the State's Steering Committee.
- Built a long-term relationship with the client through open communication and proactive planning in order to catch up on late tasks and as well as provide visibility into upcoming tasks.
- Managed the prioritization of ongoing tasks, resource assignments and tracking against the projected plan.

Client Name: *Bay Area Rapid Transit District (BART)*
Role(s) on Project: *Project Manager*
Module(s): *BI, AR, CM, DM, GM, PC, CN, AM, PO, AP, ePro, SS, EX, GL, Planning, Budget*
Environment: *PeopleSoft v9.0 Implementation*

Concurrent PeopleSoft Financials, OBIEE, Maximo, and Optram implementation as well as a PeopleSoft HCM upgrade to v9.0. Managed consultant team of seven as well as collaborated with client counterpart providing guidance to the client leads and SMEs.

- Managed the full life cycle implementation including integration, data conversion, testing, documentation, and training across the organization.
- Collaborated with concurrent implementations that included Oracle's OBIEE for reporting and KPIs, Bentley Solution's Optram for linear assets (train tracks), and IBM's Maximo for the maintenance and materials of trains.
- Collaborated with the change management team to assess the impact to the unions due to business process reengineering in order to produce communication plans, training plans, detailed procedures, job description updates, and an ROI analysis.
- Provided subject matter expertise and project oversight to the Human Capital Management Team during the upgrade to PeopleSoft v9.0 Human Resources, Base Benefits, Benefits Administration, Payroll, and Time and Labor; and served as the main integration interface across PeopleSoft HCM, Maximo, and PeopleSoft Financials.

Client Name: *Bay Area Rapid Transit District (BART)*
Role(s) on Project: *Functional Consultant / Project Lead*
Module(s): *eBen, Ben Admin, Human Resources*
Environment: *PeopleSoft v8.8 Implementation*

PeopleSoft HCM implementation incorporating specific union rules related to benefits and time administration. Collaborated with client counterpart and provided guidance to SMEs.

- Module lead for full life cycle implementation including integration, data conversion, testing, documentation, and training across the organization.
- Delivered business requirements, integration, custom benefit solution based on union rules, integration to legacy financial and training systems, data conversion and testing.
- Collaborated with the change management team to assess the impact to the unions due to business process reengineering in order to produce communication plans, training plans, detailed procedures, job description updates, and an ROI analysis.

Education

- Bachelor of Arts, Comparative Literature & Hispanic Studies, Brown University



7.1.3 **Describe in detail** the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

CherryRoad will assign a Contract Manager to represent and manage the entire account. The Contract Manager will serve as the Single Point of Contact (SPOC) for managing day-to-day activities of the engagement. The roles and responsibilities of the Contract Manager include, but are not limited to the following:

- Manage compliance with the scope and conditions from the contract.
- Provide a usage report for the quarterly sales reporting described in the in the Master Agreement Terms and Conditions.



6. Technical Response

This section should constitute the Technical response of the proposal and must contain at least the following information:

A. *A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.*

B. *A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.*

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

CherryRoad's cloud solutions (IaaS and PaaS) were developed specifically for state and local government. We leveraged our platform and infrastructure experience attained by working with 14 states including the States of Oklahoma, Vermont, New Mexico, Tennessee, and Delaware. While working with hundreds of state agencies, CherryRoad learned that three components for state infrastructure and platform requirements stood out: **Security**, **Performance**, and a **Voice**. The requirements and liability of **Securing** PII has never been more important. The need for processing massing data transactions at the state level requires the highest **Performing** technology. And finally, ever-changing regulatory and compliance updates drive the need for states to have a **Voice** regarding their cloud requirements. CherryRoad saw that large public cloud providers could not provide solutions to government with these attributes. That's why CherryRoad built our IaaS and PaaS solutions specifically for state and local government. Our infrastructure, security, processes, and controls are designed to meet government compliance requirements and allows for clients to have a voice regarding what advancements and updates should be made in the future. Our solutions are designed from top to bottom for government, no labor or data information crosses U.S. borders, and all storage, monitoring, and access of data is confined within the U.S. Our services will provide the State with a unified environment providing flexible cloud infrastructure, a powerful standards-based platform, and a comprehensive portfolio of business applications, all on a subscription basis.

Infrastructure as a Service (IaaS)

CherryRoad's Infrastructure as a Service (IaaS) offers a set of core infrastructure capabilities like elastic compute and storage to provide our clients the ability to run any workload in our cloud. Specifically, infrastructure services will include:

- *Compute Service* to leverage elastic compute capacity to address growing business needs.
- *Storage Service* to provide a secure, scalable, reliable, and simple storage solution to meet all of your enterprise needs.
- *Messaging Service* to leverage dynamic messaging capabilities for workflow agility.



Platform as a Service (PaaS)

CherryRoad's PaaS solutions offer our clients the necessary tools help your organization innovate faster, increase productivity, and reduce costs. Specifically for developers, our offerings include:

- **Application Development** – In order to help our clients reduce the cost of developing, testing, and deploying applications CherryRoad utilizes our platform to roll out critical application development services. These service offerings allow our clients to develop and deploy nearly any type of application, including enterprise apps, lightweight container apps, web apps, mobile apps, and more. We utilize Oracle products that are based on prevailing Java standards, so development teams can use familiar architectures, utilities, and products.
- **Data Management** – Utilizing our Exadata systems, our clients can easily embark on a pure CherryRoad cloud or hybrid cloud strategy that spans on-premises databases as well as databases in the cloud.
- **Business Analytics** – Utilizing our platform, we can deliver Oracle's Business Analytics which provides an unmatched user experience with the ease and flexibility you need from your analytics system. Combine any data from any source for a complete view of your business.
- **Integration** – Integration Services simplify and accelerate integration of our cloud and your on-premises applications. With comprehensive cloud-based integration, you can maximize the value of data and create innovative services with greater agility and reduced risk.
- **Content and Process** – Organizations need cloud-based services that can blend content, people, processes, and communications as part of a cohesive workflow. The State can utilize a new generation of connected tools that drive meaningful collaboration and mobility.

We offer the State specialized public sector expertise and the knowledge of our staff, who have previously and successfully supported State initiatives. Our proposed services are the industry's broadest and most integrated public cloud, offering best-in-class functionality. Our services will provide the State with a unified environment providing flexible infrastructure, a powerful standards-based platform, and a comprehensive portfolio of business applications, all on a subscription basis.



8.1 (M) (E) Technical Requirements

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

PaaS:

CherryRoad's cloud solution conforms with FIPS publication 199 for 3 levels of classifications of data, Low, Moderate, and High.

IaaS:

CherryRoad's cloud solution conforms with FIPS publication 199 for 3 levels of classifications of data, Low, Moderate, and High.

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:

8.1.2.1 NIST Characteristic - On-Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

CherryRoad's cloud solution provides easy client enabled configuration via portal access to quickly provision CPU, Mem, Network, and security components.

8.1.2.2 NIST Characteristic - Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

CherryRoad's cloud solutions provide for multiple network access points. Private network utilizing Redundant MPLS, or Redundant internet public network utilizing VPN.

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

CherryRoad's cloud solution provides adequate virtualized resource pooling to support on demand services for both Compute and Storage requirements. Capacity and performance management tools are used to manage resource allocations to ensure resource are added in a seamless fashion to ensure continued client growth and availability.



8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

CherryRoad's cloud solution provides a user access portal to self-provision compute resources as well as manage storage allocations. Once configuration parameters are entered, the service will configure and deliver the virtual machine ready for application or database configuration. Client can add or delete compute and storage resources at will.

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

CherryRoad's cloud solution provides internal billing capabilities to track changes and usage data. This data is then used to provide billing information via the portal and contains all details on usage and allocation.



8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

IaaS (Infrastructure as a Service): CherryRoad's cloud solution supports multiple government categories:

PaaS (Platform as a Service): CherryRoad's cloud solution supports multiple government categories:

Education:

- Analytics
 - Business Intelligence
 - Data Warehouse
- Database
 - Relational
 - SQL
- Development, Testing and Deployment
 - Containers
 - Services and APIs
 - Mobile
 - Internet of Things
 - Tools
 - Runtime environments
- Electronic Records Management
- E-Discovery
- GIS
- Integration (iPaaS)
- Open Source

State and local government:

- Analytics
 - Business Intelligence
 - Data Warehouse
- Database
 - Relational
 - SQL
- Development, Testing and Deployment
 - Containers
 - Services and APIs
 - Mobile



- Internet of Things
- Tools
- Runtime environments
- Electronic Records Management
- E-Discovery
- GIS
- Integration (iPaaS)
- Open Source

Healthcare:

- Analytics
 - Business Intelligence
 - Data Warehouse
- Database
 - Relational
 - SQL
- Development, Testing and Deployment
 - Containers
 - Services and APIs
 - Mobile
 - Internet of Things
 - Tools
 - Runtime environments
- Electronic Records Management
- E-Discovery
- GIS
- Integration (iPaaS)
- Open Source

8.1.4 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D.

CherryRoad complies with the requirements of attachments C&D.

8.1.5 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.

CherryRoad is offering IaaS and PaaS on a private cloud as outlined in scope of services in attachment D.



8.2 (E) Subcontractors

8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

CherryRoad will provide all Cloud Solutions directly. We do not plan to use sub-contractors to deliver services.

8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

CherryRoad will provide all Cloud Solutions directly. We do not plan to use sub-contractors to deliver services.

8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

CherryRoad will provide all Cloud Solutions directly. We do not plan to use sub-contractors to deliver services.

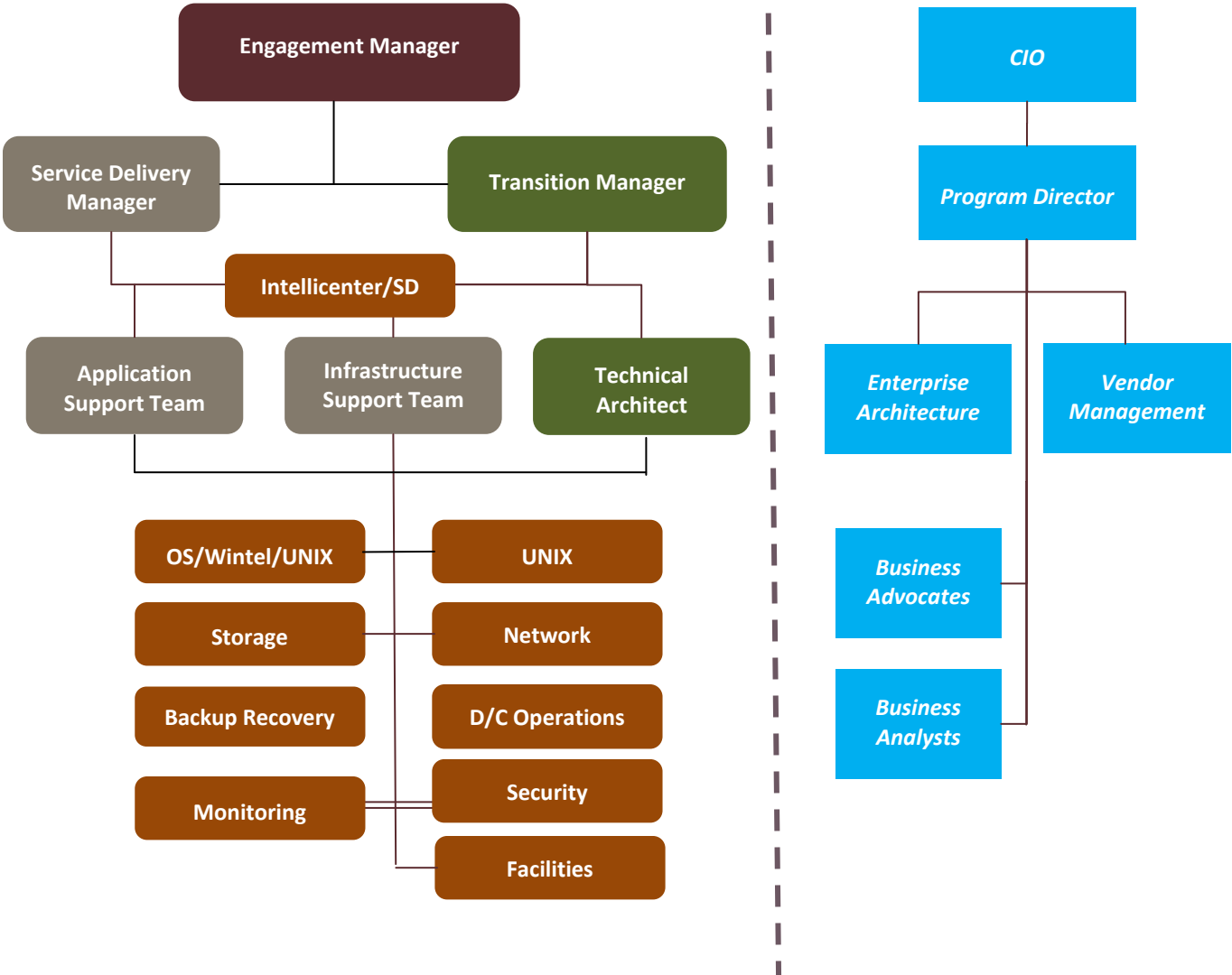


8.3 (E) Working with Purchasing Entities

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

CherryRoad’s Account governance team will provide the services necessary to support all purchasing agents’ requirements on a peer-to-peer level, from executive level to business analyst.





Account Executive (AE):

Your Account Executive (AE) is responsible for all contractual responsibilities. The AE represents the highest level of escalation outside of CherryRoad executive management. He has the authority and the experience to address any and all concerns the purchasing agent may encounter. The AE works closely with both the Transition Manager who provides initial technical planning and support serviced during the initial build and on-boarding process and Service Delivery Manager who provides all the day to day logistical support to the purchasing agents.

Transition Manager (TM)

Your Transition Manager (TM) is responsible for ensuring all contractual build and migration activity is planned and scheduled according to client requirements. The TM is also responsible for working with the AE to ensure all purchasing agent requirements are understood to ensure all design and build tasks are scheduled and accounted for. Once complete the TM will work with the SDM to ensure all day-to-day governance process and procedures are in place for a seamless integration into steady state.

Service Delivery Manager (SDM):

Your Service Delivery Manager (SDM) works directly with your purchasing agents to ensure their needs are met. In the specific event of a security breach, the SDM will work directly with the CherryRoad IntelliCenter to ensure tickets are generated and the appropriate technical communication plans are enacted. The SDM will work with CherryRoad Security and Delivery engineers to isolate and report of the incident to the effected purchasing agent.

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

CherryRoad does not permit adware or any form of marketing on our system. We will fully enforce our user acceptance policy and utilize tools to monitor and detect such activity.

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

CherryRoad's cloud infrastructure allows for clients to self-provision systems according to their requirements which includes development, test, and development systems.

8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

CherryRoad web sites and computer applications are accessible to people with disabilities and will comply with participating clients' accessibility policies and with the Americans with Disabilities Act, as applicable



8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

CherryRoad supported applications will support vendor supported Web Browsers.

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Through all new client on-boarding activities, CherryRoad will work with each client to determine the proper Service Levels (if outside our standard) and all requirements related to privacy and security. These requirements will be assessed and represented in the initial configuration of the service provided. On a monthly basis, all service levels are reviewed and will be discussed to ensure compliance obligations are being met. In the event a change is needed, the monthly review meetings will be the vehicle to institute these types of changes.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

As part of each project and/or on-boarding initiative, a project schedule will be developed collaboratively with the client. This plan typically will consist of a transition period which provides for the on-boarding and initial configuration onto the respective cloud service (i.e., IaaS or PaaS). The initial configuration will directly impact the associated timelines. Once the environments are configured and ready for use, the client will provide the initial testing. Both the IaaS and PaaS configurations are then moved into Steady State and then are governed by the agreed upon Service Levels. Individual development and solution testing will be the responsibility of the client and governed by the client's respective project schedule.



8.4 (E) Customer Service

8.4.1 Offeror must describe how it ensure excellent customer service is provided to Purchasing Entities.

Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

The CherryRoad user experience begins with your SDM and Account Executive. Together they are responsible for delivery, monitoring and reporting on our service requirements and SLA targets. Every level of CherryRoad's service model is aware and strives to not only meet these objectives but to exceed them at all levels.

Your service delivery manager is your everyday contact, ensuring that SLAs are being met and tickets are receiving the attention they require. Your SDM will hold weekly meeting with you to review ticket information as well as SLA performance.

Monthly meetings are held to ensure appropriate planning initiatives are covered and review SLA performance for the month.

Your SDM and AE will hold quarterly meetings to review the strategic components of the relationship. Discussing growth opportunities, escalations, and go forward plans.

Escalation can be accomplished in a number of ways:

- Our Intellicenter is staffed 7x24x365. Here purchasing agents can open a ticket of escalation for which will be directed to both your SDM and AE. Staff will track these tickets to ensure a rapid response and direct call back is initiated to quickly address any issue.
- Your SDM is available 7x24x365 should you require specific assistance.
- Your AE is also available to both address any issue and involve corporate resources if required.

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

- a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.

CherryRoad will provide upon completion of agreement of services the following account support personnel.

- Account Executive responsible for account relationship and overall delivery to contract and support agreements.
- Service Delivery Manager responsible for day-to-day operational delivery, SLA reporting, ticket management and operational escalations.



b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.

- CherryRoad Intellicenter personnel provide 7x24x365 coverage and our Service Now ticket system can accommodate ticket origination and updates via email or network access.

c. Customer Service Representative will respond to inquiries within one business day.

- CherryRoad personnel will respond to inquiries within 24 hours.

d. You must provide design services for the applicable categories.

- CherryRoad technical services can provide design support services at purchasing agents request.

e. You must provide Installation Services for the applicable categories.

- Cherry Road technical services can provide installation services for all applicable categories.



8.5 (E) Security of Information

8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

Security is a process and not a single product as such CherryRoad takes client data protection seriously and our processes and offerings are always under improvement and tightening as best practices evolve. Some of the services provided today are:

- Anti-virus on all systems – Required
- Host Based IDS – Required
- Firewalls – Required
- Network IDS - Required
- Physical Network separation – Required
- SIEM system monitoring to monitor all vital infrastructures.
- All data at rest is encrypted.
- All offsite tape data is encrypted.
- All user accounts are individual and subscribe to least privilege.
- Data Center physical security requires badged user 24x7x365 guarded.
- All equipment is physically secured in locked cages on datacenter floor.
- VPN encrypted access with two factor authentication.

Separation of administrative duties is also employed to ensure that no one individual can access and change customer data.

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

CherryRoad infrastructure standards are based on industry best practices and are constantly under review. We monitor for changes in laws and privacy movements and will work with individual purchasing agents to address emerging requirements and changes required to meet those commitments.

8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

CherryRoad offers multiple solutions to integrate and manage purchasing agents access requirements and security (AD, Local, Client AD, LDAP). Our engineers will meet with purchasing entities to discuss current capabilities already in place and leverage CherryRoad capabilities to provide solutions acceptable for their individual case. In some cases, a specific solution will be developed on a case-by-case basis depending on requirements.



8.6 (E) Privacy and Security

*8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in **Attachment D**, including supporting the different types of data that you may receive.*

CherryRoad is committed to providing safe and secure systems using industry best practices. Our policy and practice of constant improvement is designed to ensure that industry best practices are implemented at all times.

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

CherryRoad managed systems undergo annual audits to review adherence to industry best practices. CherryRoad has successfully completed the following outside attestations.

- HIPPA
- SSAE-16

CherryRoad is currently engaged on the following certifications for current year 2016.

- PCI
- NIST 800-53
- CSA
- 270001

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

CherryRoad is committed to providing safe and secure systems using industry best practices. Our policy and practice of constant improvement is designed to ensure that industry best practices are implemented at all times.

Some of the services provided today are:

- Anti-virus is run on all systems and maintained by our operations staff.
- Host-based IDS is run on all systems and maintained by our operations staff.
- Firewalls protect the outside perimeter for both internet and private networks. They provide for segregation of data and a choke point for unauthorized data access. The CherryRoad network team supports these devices and all security data is reviewed to detect any unwanted activity.
- Network IDS is employed to not only detect but to deter unwanted activity to protect the integrity and availability of the data transporting over CherryRoad networks.
- Physical Network separation of all client data to ensure privacy and security.



- SIEM system monitoring to monitor all vital infrastructures.
- All data at rest is encrypted to ensure privacy while at rest.
- All offsite tape data is encrypted to ensure privacy from outside threats.
- All user accounts are individual and subscribe to least privilege.
- DataCenter physical security requires badged user 24x7x365 guarded to thwart any unauthorized access to infrastructure or media containing client data.
- All equipment is physically secured in locked cages on datacenter floor.
- VPN encrypted access with two factor authentication.
- All supported applications, databases and network are hardened according to industry best practices and validated via annual independent audits:
 - SSAE-16
 - HIPPA
 - NIST 800-53
 - PCI
 - 27001
 - CSA

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

CherryRoad currently employs the following policies and standards to ensure data confidentiality.

- Access credentials utilize best practice of least privileged.
- Every administrative user must have their owned named account.
- Remote Administrator Access Process: Requires two factor authentication and secure VPN with encryption.
- Password Administration policy
- PC acceptable use policy/
- User Administration policy
- Employment termination and account removal process.

CherryRoad and industry best practice require that all user access is reviewed on a regular basis. Access credentials are locked out after 5 unsuccessful attempts. CherryRoad administrative user account access is reviewable annually and is restricted to least privilege.

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

CherryRoad managed systems undergo annual audits to review adherence to industry best practices. CherryRoad has successfully completed the following outside attestations.

- HIPPA
- SSAE-16



CherryRoad is currently engaged on the following certifications for current year 2016.

- PCI
- NIST 800-53
- CSA
- 270001

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

CherryRoad managed systems undergo annual audits to review adherence to industry best practices. CherryRoad has successfully completed the following outside attestations.

- HIPPA
- SSAE-16

CherryRoad is currently engaged on the following certifications for current year 2016.

- PCI
- NIST 800-53
- CSA
- 270001

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

All cloud systems are deployed in a customer specific VLANs. VLANs from different customers are firewalled. Customer VMs are dedicated and are not accessible by other entities. SAAS applications use application level security to ensure that customer data is compartmentalized and not shared.

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

CherryRoad security incident process requires 72-hour notification of a confirmed security breach. Process includes incident investigation, risk and impact analysis in accordance with applicable laws and categorization types. This would include datacenter security, vendor product security vulnerability, or security incident that affects data integrity or availability.



8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

CherryRoad isolates customers to unique firewalled VLANs. Shared infrastructure is zoned and hardened to prevent data leakage. This hardening includes shared Exadata infrastructure, SNMP monitoring, and virtualized hypervisors.

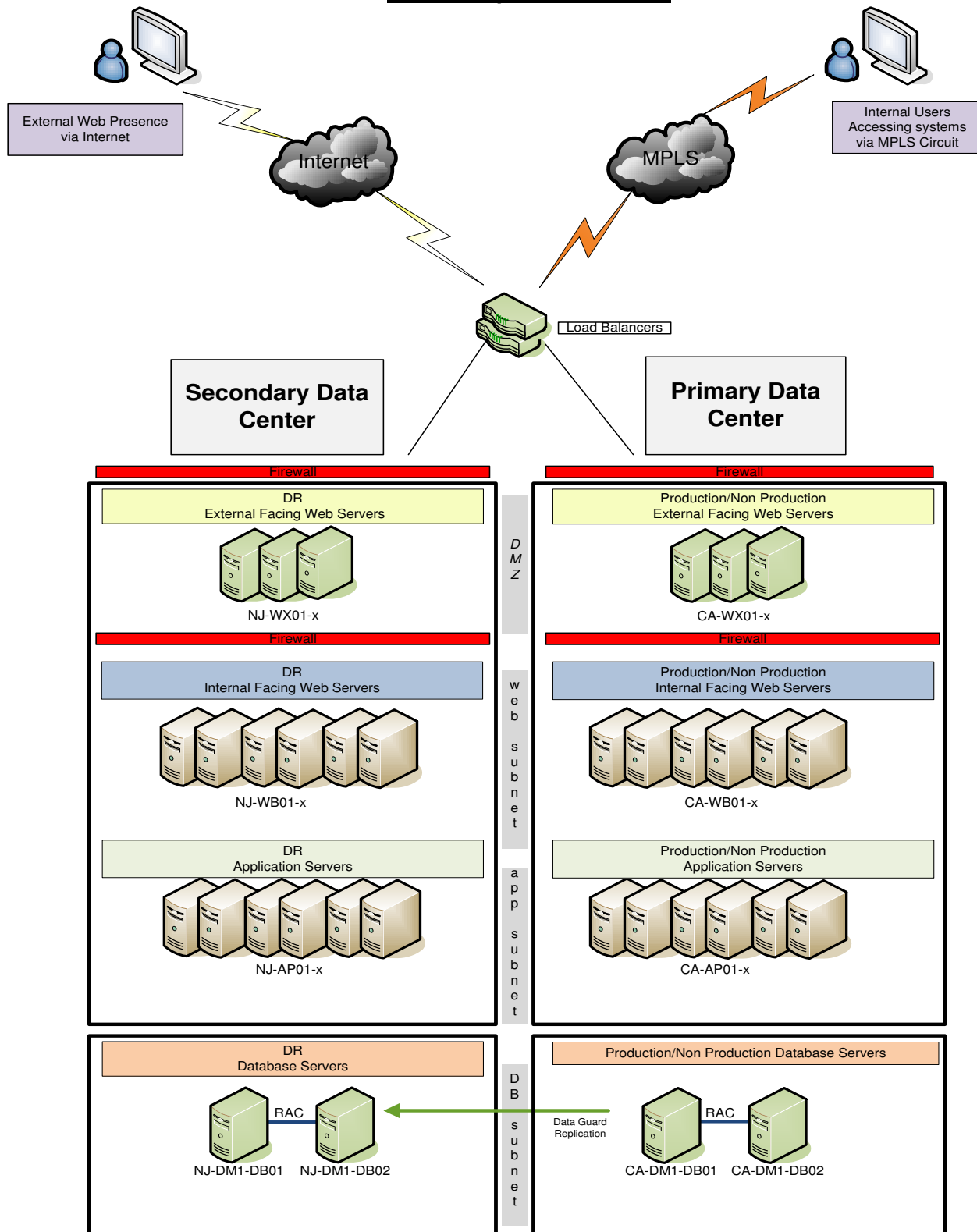
Physical access requires passing through multiple layers of security to get to CherryRoad's hosted infrastructure. This includes a guarded entrance, the requirement of a security badge and a biometric scan.

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).

Please see the graphic on the following page:

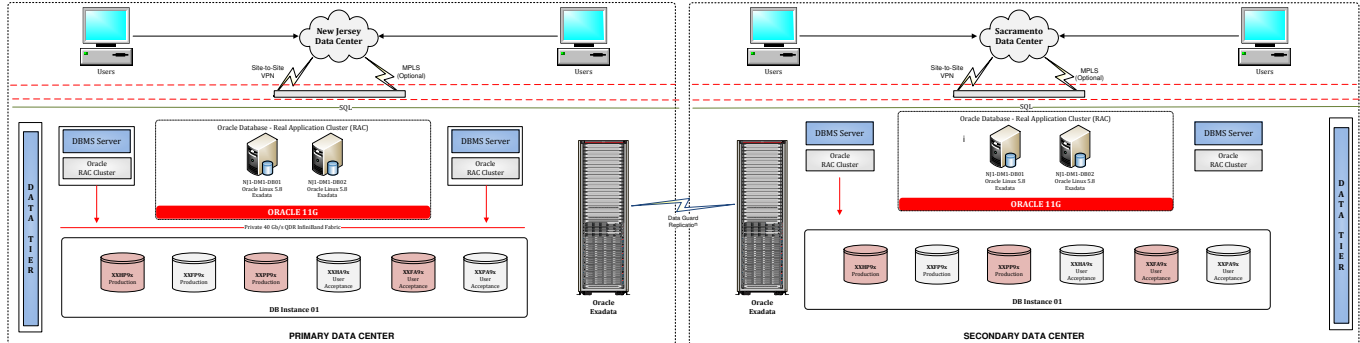


IAAS Sample Architecture





PAAS Sample Architecture



8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

CherryRoad's background check process is two pronged. First, we notify candidates via the Employment Application during the interview process, that background checks will occur as a requirement of employment with CherryRoad. Secondly, once a decision to make an offer of employment is finalized, the candidate receives an Offer of Employment letter, which incorporates information regarding the background check and a statement that employment is contingent upon several conditions, one of which is a satisfactory background check. The candidate is supplied with the appropriate acknowledgments and forms, and once CherryRoad receives the candidate's completed, signed authorization, the background check is executed.

The background check is performed by an outside vendor, ClearStar Background. Our standard check includes: Federal District Court, National Criminal, Local Counties if required, Social Security scan, National State Sex Offenders Registries, and finally the OIG Exclusions List search.

8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

CherryRoad is aligned to NIST standards. Data at rest and in transit are encrypted using AES encryption or TLS encryption for web traffic

8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

CherryRoad will notify the purchasing agent in the event of any security breach within 72 hours



8.7 (E) Migration and Redeployment Plan

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

Upon termination or expiration of this Agreement for any reason, CherryRoad will work with each purchasing entity on a disentanglement plan and will ensure that all data components remain secured until data transition and purchasing entity acceptance. CherryRoad will also ensure that all remaining copies of data are erased/deleted upon data movement and a release to erase data has been secured from the purchasing agent.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

Upon termination or expiration of this Agreement for any reason, CherryRoad will work with each purchasing entity on a disentanglement plan and will ensure that all purchasing data is returned. CherryRoad SLA timelines can be defined with purchasing agents requirements. In practice, CherryRoad may deploy a number of technologies to return purchasing agent data. These mechanisms may include:

- Replication of client data.
- Encrypted drives.
- SFT Transfer.

CherryRoad will work with purchasing agents to address specific needs and capabilities to ensure smooth transition of purchasing agent data.



8.8 (E) Service or Data Recovery

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

- a. Extended downtime.
- b. Suffers an unrecoverable loss of data.
- c. Offeror experiences a system failure.
- d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.
- e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

- a. If extended downtime is caused by an issue at the primary CherryRoad data center. CherryRoad will invoke our disaster recovery plan.
- b. CherryRoad would restore from the last viable backup in the case of and data loss.
- c. CherryRoad will work with the State to develop a Business Continuity Plan (BCP). This BCP would be invoked in the case of a business failure.
- d. RPO and RTO are determined by contracted SLA. CherryRoad has the ability to provide up to a 15 min RPO and 2 hour RTO.

8.8.2 Describe your methodologies for the following backup and restore services:

- a. Method of data backups
- b. Method of server image backups
- c. Digital location of backup storage (secondary storage, tape, etc.)
- d. Alternate data center strategies for primary data centers within the continental United States.

- a. CherryRoad utilizes a Commvault Simpana infrastructure to perform nightly backups. Backups are stored on tape and/or EMC Data Domain devices and either shipped offsite or replicated to a secondary data center. Typical backup retention is as follows:
 - Nightly Backups – 2 weeks
 - Weekly backups – 1 month
 - Monthly backups – 1 year
- b. Virtual server image backups are performed via Veeam Backup and Replication.
- c. Depending on contracted SLA, backups are stored on either tape or EMC DataDomain devices. If tape backup is utilized, tapes are moved offsite on a weekly basis.
- d. CherryRoad operates two data centers in the US. One is in Totowa, NJ and one is in Sacramento, CA.



8.9 (E) Data Protection

8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.

CherryRoad deploys a number of encryption technologies to secure purchasing agent data. Technologies include:

Data in Transit:

- TLS / IPsec
- Firewalls/DMZ
- IDS/HPS
- Private network (MPLS)
- Encrypted drives. (For transition data transport)

Data at Rest:

- Storage encryption.
- Offsite encrypted tapes.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

CherryRoad will sign relevant and applicable Business Associate Agreements or any other agreement that may be necessary to protect data with a purchasing entity.

8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

CherryRoad will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. CherryRoad will not use the government data or government related data for any other purpose including but not limited to data mining. CherryRoad or its subcontractors shall not resell or otherwise redistribute information gained from its access to data received as a result of this RFP.



8.10 (E) Service Level Agreements

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

CherryRoad believes not all SLAs fit all client needs and will work with each purchasing agent to develop agreeable SLAs and measurements. Below is a sample SLA report.

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

SLA Ref #	Service Area	Service	Target Service Level
1.a	Disaster Recovery	Production Restoration	RTO <= 48 hours RPO <= 24 hours
1.b	Disaster Recovery	Non-production Restoration	RTO <=4 business days RPO <= 24 Hours
2.a	Help Desk Ticket Resolution Time	Priority 1	Target Resolution in <= 2 hours
2.b	Help Desk Ticket Resolution Time	Priority 2	Target Resolution in <= 4 hours
2.c	Help Desk Ticket Resolution Time	Priority 3	Target Resolution in <= 8 hours
2.d	Help Desk Ticket Resolution Time	Priority 4	Target Resolution in <= 24 hours
2.e	Help Desk Ticket Resolution Time	Priority 5	Target Resolution in <= 72 hours
3.a	Help Desk Ticket Response Time	Priority 1	Response in <= 15 minutes
3.b	Help Desk Ticket Response Time	Priority 2	Response in <= 15 minutes
3.c	Help Desk Ticket Response Time	Priority 3	Response in <= 30 minutes
3.d	Help Desk Ticket Response Time	Priority 4	Response in <= 30 minutes
3.e	Help Desk Ticket Response Time	Priority 5	Response in <= 72 hours
4	Data Backup and Restoration	Backup Success Rate	>=99.0 % Success
5	Data Restoration and Refresh	Restoration Time	To Be Determined
6	System Refreshes	Non-Production	<= 48 hours
7.a	Security	Compliance	99% Compliance
7.b	Security	Annual Review	>-98.00%
7.c	Security	Physical Security	>-98.00%



SLA Ref #	Service Area	Service	Target Service Level
7.e	Security	Fire Detection and Prevention	>-98.00%
8	System Availability	Production Uptime	>-99.95%

Ticket Priority Determination

The priority of all new incidents logged for MSC support will be assigned a level based on the entered Impact and Urgency. The Impact and Urgency is set by reporting user, and be manually adjusted by MSC staff with concurrence from Miami Children's Hospital. In general, the predefined definition of each Priority Level is as follows:

Priority	Definition / Description	Environment Impacted	Work Schedule and Status Communication
1	Critical Service Unavailable	Production	24 hrs/day x 365 days/year Status updates provided every 2 hours on a 24x365 basis until issue resolved or reprioritized.
2	Essential Service Severely Halted or Impacted, No Workaround Available	Production	16 hrs/day x Monday-Sunday excl. Holidays Status updates provided every 4 hours until issue resolved or reprioritized.
3	Service Impacted or Degraded, No Workaround Available	Production, Training	16 hrs/day x Monday-Friday excl. Holidays Status updates provided daily until issue resolved or reprioritized.
4	Service Impacted or Degraded but workaround is available to fully mitigate impact.	All Hosted Environments (Production/Non-Production)	10 hrs/day x Monday-Friday excl. Holidays Status updates provided weekly until issue resolved or reprioritized.
5	Informational OR Enhancement request OR Monitor status to ensure stability OR Work Request/Infrastructure Change	All Hosted Environments (Production/Non-Production)	8 hrs/day x Monday-Friday excl. Holidays Status updates provided weekly until issue resolved or reprioritized



8.11 (E) Data Disposal

Specify your data disposal procedures and policies and destruction confirmation process.

All CherryRoad storage arrays and portable storage utilize AES encryption; this ensures that data is protected if drives are obtained by a third party. If equipment is retired or malfunctions the devices are wiped of data and where possible destroyed by a third party.



8.12 (E) Performance Measures and Reporting

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

Through the use of redundancy at every hardware layer, CherryRoad has the ability to offer a 99.99% availability guarantee. This can be included in the SLA agreement with the State.

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

CherryRoad's standard uptime and related SLAs are included below:

SLA Ref #	Service Area	Service	Target Service Level
1.a	Disaster Recovery	Production Restoration	RTO <= 48 hours RPO <= 24 hours
1.b	Disaster Recovery	Non-production Restoration	RTO <=4 business days RPO <= 24 Hours
4	Data Backup and Restoration	Backup Success Rate	>=99.0 % Success
5	Data Restoration and Refresh	Restoration Time	To Be Determined
6	System Refreshes	Non-Production	<= 48 hours
8	System Availability	Production Uptime	>-99.95%

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

CherryRoad provides a 24x7x365 Help Desk with multiple options for an entity to contact our team to log an incident. This includes:

Toll Free Number

A Toll-Free Number is available to contact the Help Desk for Help Desk Tickets or to report new issues. Based on the prompt options, the caller will be routed to the appropriate skill set based on the reason for the call. The Call Center is available 24x7x365.

Toll Free Number: 1-877-9-CRT-FIX (1-877-927-8349)

Help Desk Email

An email will be established for each entity utilizing the following structure crtfixxxx@cherryroad.com.



8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

As part of the statement of work (SOW) process CherryRoad will work with the State to determine the appropriate remedy in the event an SLA metric is not met during the agreed upon measurement period. Typically, measurements are done over the course of a month and tracked within our ServiceNow ticketing system. In some instances a monthly credit can be established as a remedy in the event a metric is missed.

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

CherryRoad has a standard maintenance window of 3 am – 11 am EST every Saturday. Clients are notified via email of all scheduled maintenance at least 72 hours in advance.

8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

As part of the statement of work (SOW) process CherryRoad will work with the State to determine the appropriate remedy in the event an SLA metric is not met during the agreed upon measurement period. Typically, measurements are done over the course of a month and tracked within our ServiceNow ticketing system. In some instances, a monthly credit can be established as a remedy in the event a metric is missed.

8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

CherryRoad performance reports are derived from real-time resources and will be available over the client portal.

Sample Performance Management Report

CherryRoad has provided our Sample Performance Management Report as a separate attachment.

Please see:

- **Technical Response – 8.12.7 – CherryRoad Sample Performance Management Report.pdf**

January 2016

CHERRYROAD
MANAGED
SERVICES
CENTER

PERFORMANCE MANAGEMENT REPORT – PURCHASING AGENT

Bridging the gap from vision to solution

Document Revision History

Date	Version	Description	Author
02/01/2016	1	Version 1	

Reviewers

Name	Role	Attended Review?
	Purchasing Agent	NA
	Purchasing Agent	NA
	Purchasing Agent	NA
	CherryRoad	NA
	CherryRoad	NA
	CherryRoad	NA



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Objective

The objective of the Purchasing Agent Performance Management Report is to present relevant information and results of the agreed upon service levels as defined in the Purchasing Agent-CherryRoad contract Statement of Work (SOW).

Scope

The scope of the Purchasing Agent Performance Management Report includes compliance targets within the Help Desk service areas.

Help Desk

The table below is from the Purchasing Agent – CherryRoad Statement of Work Table 6.6: Implementation Hosting SLAs. It defines the Implementation Hosting Service Level Agreements (SLAs), the method for monitoring the SLAs, and the Remedy should CherryRoad fail to meet a SLA.

SLA Ref #	Service Area	Service	Target Service Level	Credit *
1.a	Disaster Recovery	Production Restoration	RTO <= 48 hours RPO <= 24 hours	20% of monthly hosting fee.
1.b	Disaster Recovery	Non-production Restoration	RTO <=4 business days RPO <= 24 Hours	10% of monthly hosting fee
2.a	Help Desk Ticket Resolution Time	Priority 1	Target Resolution in <= 2 hours	N/A
2.b	Help Desk Ticket Resolution Time	Priority 2	Target Resolution in <= 4 hours	N/A
2.c	Help Desk Ticket Resolution Time	Priority 3	Target Resolution in <= 8 hours	N/A
2.d	Help Desk Ticket Resolution Time	Priority 4	Target Resolution in <= 24 hours	N/A
2.e	Help Desk Ticket Resolution Time	Priority 5	Target Resolution in <= 72 hours	N/A
3.a	Help Desk Ticket Response Time	Priority 1	Response in <= 15 minutes	5% of monthly hosting fee

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SLA Ref #	Service Area	Service	Target Service Level	Credit *
3.b	Help Desk Ticket Response Time	Priority 2	Response in <= 15 minutes	N/A
3.c	Help Desk Ticket Response Time	Priority 3	Response in <= 30 minutes	N/A
3.d	Help Desk Ticket Response Time	Priority 4	Response in <= 30 minutes	N/A
3.e	Help Desk Ticket Response Time	Priority 5	Response in <= 72 hours	N/A
4	Data Backup and Restoration	Backup Success Rate	>=99.0 % Success	5% of monthly hosting fee
5	Data Restoration and Refresh	Restoration Time	To Be Determined	N/A
6	System Refreshes	Non-Production	<= 48 hours	N/A
7.a	Security	Compliance	99% Compliance	N/A
7.b	Security	Annual Review	>-98.00%	N/A
7.c	Security	Physical Security	>-98.00%	N/A
7.e	Security	Fire Detection and Prevention	>-98.00%	N/A
8	System Availability	Production Uptime	>-99.95%	

Ticket Priority Determination

The priority of all new incidents logged for MSC support will be assigned a level based on the entered Impact and Urgency. The Impact and Urgency is set by reporting user, and be manually adjusted by MSC staff with concurrence from Purchasing Agent. In general, the predefined definition of each Priority Level is as follows:

Priority	Definition / Description	Environment Impacted	Work Schedule and Status Communication
1	Critical Service Unavailable	Production	24 hrs/day x 365 days/year Status updates provided every 2 hours on a 24x365 basis until issue resolved or reprioritized.
2	Essential Service Severely Halted or Impacted, No Workaround Available	Production	16 hrs/day x Monday-Sunday excl. Holidays Status updates provided every 4 hours until issue resolved or reprioritized.
3	Service Impacted or Degraded, No Workaround Available	Production, Training	16 hrs/day x Monday-Friday excl. Holidays Status updates provided daily until issue resolved or reprioritized.
4	Service Impacted or Degraded but workaround is available to fully mitigate impact.	All Hosted Environments (Production/Non-Production)	10 hrs/day x Monday-Friday excl. Holidays Status updates provided weekly until issue resolved or reprioritized.
5	Informational OR Enhancement request OR Monitor status to ensure stability OR Work Request/Infrastructure Change	All Hosted Environments (Production/Non-Production)	8 hrs/day x Monday-Friday excl. Holidays Status updates provided weekly until issue resolved or reprioritized

** Outside of normal business hours, Monday – Friday, 8 am – 6 pm PST, in order to get the response time listed in the SLA chart above, new incidents should be logged via the Managed Services ticketing system, Service Now except for **Priority 1** issues, which should be logged via the Managed Services toll free number, 1-877-9-CRTFIX.

Key Assumptions

The list below itemizes the key assumptions made in the collection, collation, or conclusions within the information presented in the Performance Management Report. The assumptions communicate how (and sometimes why) calculations were made so the reader is able to validate and/or reproduce the results.

Any change to these assumptions could impact one or more results contained within the report.

1. Help Desk service area:
 - a. Total Opened counts include all tickets opened (created) in the applicable reporting period, excluding duplicates.
 - b. Total Closed counts include all tickets closed (resolved and closed) in the applicable reporting period, excluding duplicates, and which were opened since CherryRoad services were in effect.
 - c. Response time is determined by the system notification electronically generated when the ticket was opened (created).
 - d. Response and Resolution counts only include tickets worked by CherryRoad resources and fall within CherryRoad scope and responsibilities.

Help Desk

For each priority level, the number of new Help Desk Tickets opened, number of Help Desk Tickets closed, and number of open Help Desk Tickets remaining.

Priority	Assigned	Waiting for Customer Input	Waiting Client Review/Test	Resolved	Closed	Grand Total
1 Production Down					2	2
2 Essential Process Halted					21	21
3 Rpt/Process Not functioning - workaround NOT avail				1	24	25
4 Rpt/Process Not functioning - workaround avail	1	2		4	13	20
5 Informational	1	3	3	6	33	46
Grand Total	2	5	3	11	93	114

All Issues

A listing of all open Help Desk Tickets as of this report.

Number	Incident state	Priority	Assigned To	Short Description	Opened	Caller
INC1883715	Waiting Client Review/Test	5 Informational		clear and activate the publication and subscription of IB in mcf92.	2016/02/10 07:13:28	
INC1884494	Waiting for Customer Input	5 Informational		Ports	2016/02/10 15:54:03	
INC1884499	Waiting for Customer Input	4 Rpt/Process Not functioning - workaround avail		Database access	2016/02/10 15:57:03	
INC1885094	Waiting Client Review/Test	5 Informational		JRNL upload template from mcf92instance	2016/02/11 08:50:08	
INC1891774	Waiting Client Review/Test	5 Informational		Current Image for PeopleSoft HCM	2016/02/18 09:33:21	
INC1892225	Assigned	4 Rpt/Process Not functioning - workaround avail		Installation of Image 16 in Finance	2016/02/18 14:27:12	
INC1894541	Waiting for Customer Input	5 Informational		We need to access MCFC92 (Conversion) environment from Mobile device	2016/02/22 03:10:59	
INC1895698	Assigned	5 Informational		Regarding Calirvia Integration with Peoplesoft	2016/02/22 21:58:18	

A listing of all Help Desk Tickets that were resolved during the month of this report.

Number	Incident state	Priority	Assigned To	Short Description	Opened	Caller	Resolved Date
INC1828919	Closed	4 Rpt/Process Not functioning - workaround avail		Access to CherryRoad Terminal Server and PeopleSoft Instances	2015/12/11 12:38:08		2016/01/07

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Number	Incident state	Priority	Assigned To	Short Description	Opened	Caller	Resolved Date
INC1840921	Closed	2 Essential Process Halted		NVision not installed	2015/12/28 09:59:48		2016/01/22
INC1843055	Closed	5 Informational		Terminal Server and Database access to New Team Members	2015/12/30 13:59:57		2016/01/06
INC1847119	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Access to CherryRoad Terminal Server	2016/01/05 13:50:23		2016/01/07
INC1848754	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Search option is not working as expected in Finance.	2016/01/06 16:46:33		2016/01/19
INC1849218	Closed	3 Rpt/Process Not functioning - workaround NOT avail		We are not having access to the folder where the trace files are created	2016/01/07 08:04:11		2016/01/11
INC1849225	Closed	5 Informational		Bouncing the application server	2016/01/07 08:08:36		2016/01/08
INC1849226	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Not having access to the report repository location where reports are created (w	2016/01/07 08:09:42		2016/01/11
INC1849372	Closed	5 Informational		Please install the SQR pluggin for Notepad++ on the terminal server	2016/01/07 10:00:03		2016/01/15
INC1849494	Closed	2 Essential Process Halted		On demand maintainance process erred out. Please see the attachment.	2016/01/07 11:01:43		2016/01/08
INC1849769	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Delete Employee profiles from UAT and TST environemnts except the super users.	2016/01/07 13:56:06		2016/01/11
INC1850794	Closed	4 Rpt/Process Not functioning - workaround avail		Push Notification configuration is incomplete	2016/01/08 12:43:45		2016/01/11
INC1852424	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Offshore team is not able to access Terminal Server	2016/01/11 09:14:42		2016/01/20
INC1853241	Closed	2 Essential Process Halted		Write access for Finance DEMO environemnt	2016/01/11 16:44:26		2016/01/13
INC1853779	Closed	5 Informational		Is PeopleSoft and database on Windows NT or Unix?	2016/01/12 09:17:40		2016/01/13

Performance Management Report January 2016

Number	Incident state	Priority	Assigned To	Short Description	Opened	Caller	Resolved Date
INC1853780	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Excel to CI	2016/01/12 09:18:39		2016/01/12
INC1854430	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Anthony Kodwiw does not have access to database. Can you please help with that.	2016/01/12 15:37:00		2016/01/19
INC1856760	Closed	5 Informational		Access Removal - Madhu Ravela	2016/01/14 14:39:57		2016/01/15
INC1856900	Closed	4 Rpt/Process Not functioning - workaround avail		Workflow is not triggering the Emails	2016/01/14 16:24:11		2016/01/21
INC1857691	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Files are not getting generated in View Log/Trace process details	2016/01/15 12:35:34		2016/01/26
INC1858898	Closed	2 Essential Process Halted		Hi, need access and path to upload files in https://mfc92.hosted.cherryroad.com	2016/01/18 00:36:17		2016/01/22
INC1859903	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Attachments link is not working for Travel Authorization and Expense Reports.	2016/01/18 16:55:08		2016/01/21
INC1860401	Closed	4 Rpt/Process Not functioning - workaround avail		What is the image version of the current peoplesoft package we are using?	2016/01/19 07:25:43		2016/01/20
INC1860593	Closed	5 Informational		RDP is not working for user apatil.	2016/01/19 09:50:43		2016/01/19
INC1860603	Closed	5 Informational		RDP is not working on system. Need your help to resolve it.	2016/01/19 09:53:48		2016/01/19
INC1860622	Closed	5 Informational		I am not able to login to remote desktop in my citrix account	2016/01/19 09:59:51		2016/01/20
INC1860630	Closed	5 Informational		Hi Shruti Lahothy is not able to login to Citrix remote desktop.	2016/01/19 10:02:38		2016/01/20
INC1860634	Closed	5 Informational		The remote session disconnected because the license store creation failed.	2016/01/19 10:05:28		2016/01/19
INC1860642	Closed	5 Informational		This SR is created as a placeholder for the refreshes that we are going to need.	2016/01/19 10:08:34		2016/01/19

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Number	Incident state	Priority	Assigned To	Short Description	Opened	Caller	Resolved Date
INC1860655	Closed	5 Informational		MCFC92 instance is working very slow for all offshore members. Also App designer	2016/01/19 10:15:16		2016/01/20
INC1860786	Closed	2 Essential Process Halted		Was there any changes done in the MCFT92 environment?	2016/01/19 11:21:04		2016/01/20
INC1861881	Closed	5 Informational		Regarding login Issue in MCHC92 PIA	2016/01/20 07:53:42		2016/01/20
INC1861911	Closed	2 Essential Process Halted		All the environments are very slow, not able to login.	2016/01/20 08:18:28		2016/01/20
INC1863482	Closed	2 Essential Process Halted		Access to delete trace file from all the environemnts	2016/01/21 10:57:59		2016/01/22
INC1864755	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Need delete access for trace files for below folder	2016/01/22 09:16:35		2016/01/27
INC1864758	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Access to CherryRoad environment and Database for HCM	2016/01/22 09:17:21		2016/01/26
INC1865873	Closed	2 Essential Process Halted		Not able to login to CherryRoad Environment	2016/01/24 09:06:09		2016/01/24
INC1866683	Closed	4 Rpt/Process Not functioning - workaround avail		Cobol License	2016/01/25 10:55:54		2016/01/26
INC1868286	Closed	2 Essential Process Halted		MCFU92 environment is very slow	2016/01/26 14:36:57		2016/01/27
INC1868611	Closed	2 Essential Process Halted		unable to extend temp segment by 16 in tablespace PSTEMP	2016/01/26 18:43:34		2016/01/27
INC1869815	Closed	4 Rpt/Process Not functioning - workaround avail		Attachment Server is not configured	2016/01/27 16:48:49		2016/01/28
INC1869835	Closed	3 Rpt/Process Not functioning - workaround NOT avail		Access to production Database	2016/01/27 17:02:44		2016/01/28
INC1870663	Closed	2 Essential Process Halted		Excel to CI upload not working in Production	2016/01/28 11:28:44		2016/01/28

Performance and Capacity Metrics

Metrics have been analyzed for the following systems:

- PeopleSoft application and web servers (Availability, CPU, RAM and Network)
- Firewall CPU and Inside interface.

Report Data	
Reporting Period	2016-1-20 00:00:00 to 2016-1-27 00:00:00
System Name	
System Description	Primary PeopleSoft Financials Application Server



	Chart Data - System Vitals			
	Current Week		Previous Week	
Availability	Avail = 100 %		Avail = %	
CPU Utilized	Max = 11 %	Avg= 1 %	Max = %	Avg= %
Memory (RAM) Utilized	Max = 7 %	Avg = 2 %	Max = %	Avg = %

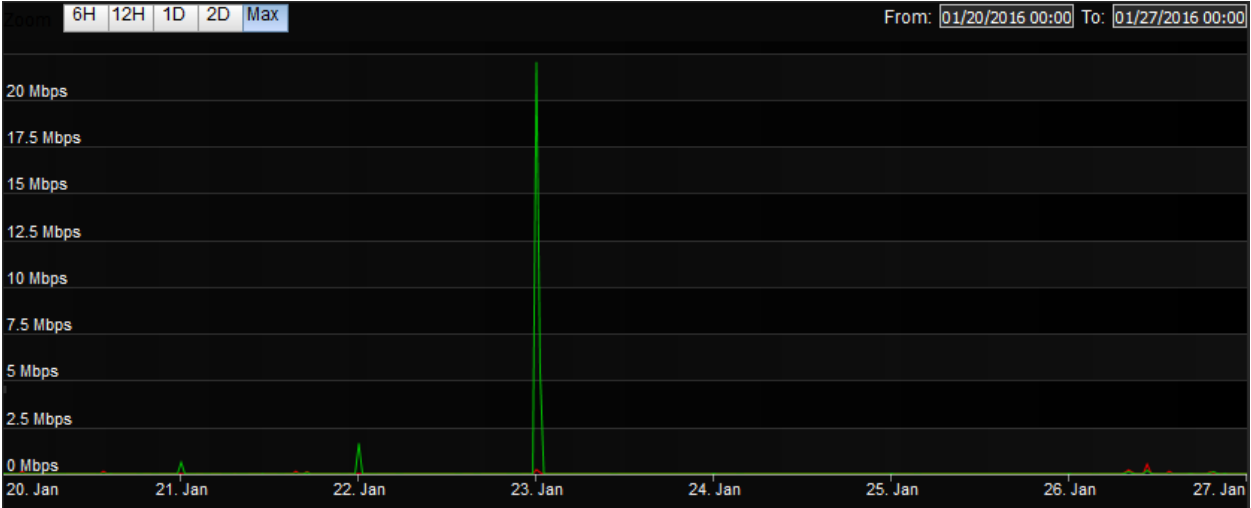


	Chart Data Network Interface (eth0)			
	Current Week		Previous Week	
Inbound Traffic (Mbps)	Max =0.8 Mbps	Avg = 0.01	Max = Mbps	Avg = Mbps

	Chart Data Network Interface (eth0)			
	Current Week		Previous Week	
		Mbps		
Outbound Traffic (Mbps)	Max=44.0 Mbps	Avg = 0.09 Mbps	Max= Mbps	Avg = Mbps

Reporting Period	2016-1-20 00:00:00 to 2016-1-27 00:00:00
System Name	
System Description	Secondary PeopleSoft Financials Application Server



	Chart Data - System Vitals			
	Current Week		Previous Week	
Availability	Avail = 100 %		Avail = %	
CPU Utilized	Max = 9.8 %	Avg= 0.9 %	Max = %	Avg= %
Memory (RAM) Utilized	Max = 8 %	Avg = 2 %	Max = %	Avg = %

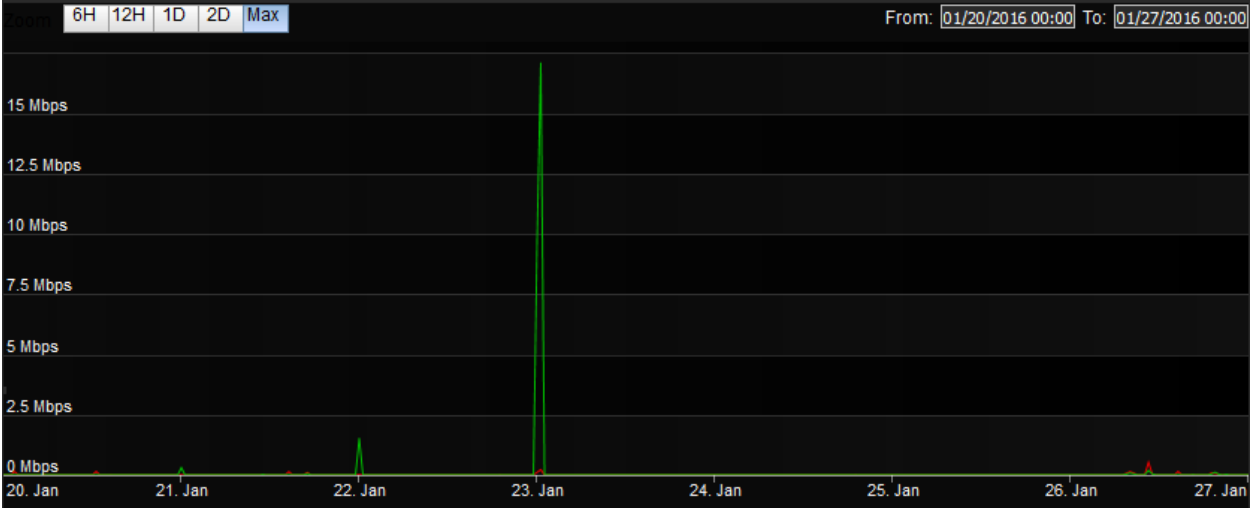


	Chart Data Network Interface (eth0)			
	Current Week		Previous Week	
Inbound Traffic (Mbps)	Max = 0.8 Mbps	Avg = 0.01	Max = Mbps	Avg = Mbps

		Mbps		
Outbound Traffic Mbps)	Max= 34.2 Mbps	Avg = 0.09 Mbps	Max= Mbps	Avg = Mbps

Reporting Period	2016-1-20 00:00:00 to 2016-1-27 00:00:00
System Name	
System Description	Primary PeopleSoft Financials Web Server



	Chart Data - System Vitals			
	Current Week		Previous Week	
Availability	Avail = 100 %		Avail = %	
CPU Utilized	Max = 13 %	Avg= 3 %	Max = %	Avg= %
Memory (RAM) Utilized	Max = 22 %	Avg = 11 %	Max = %	Avg = %

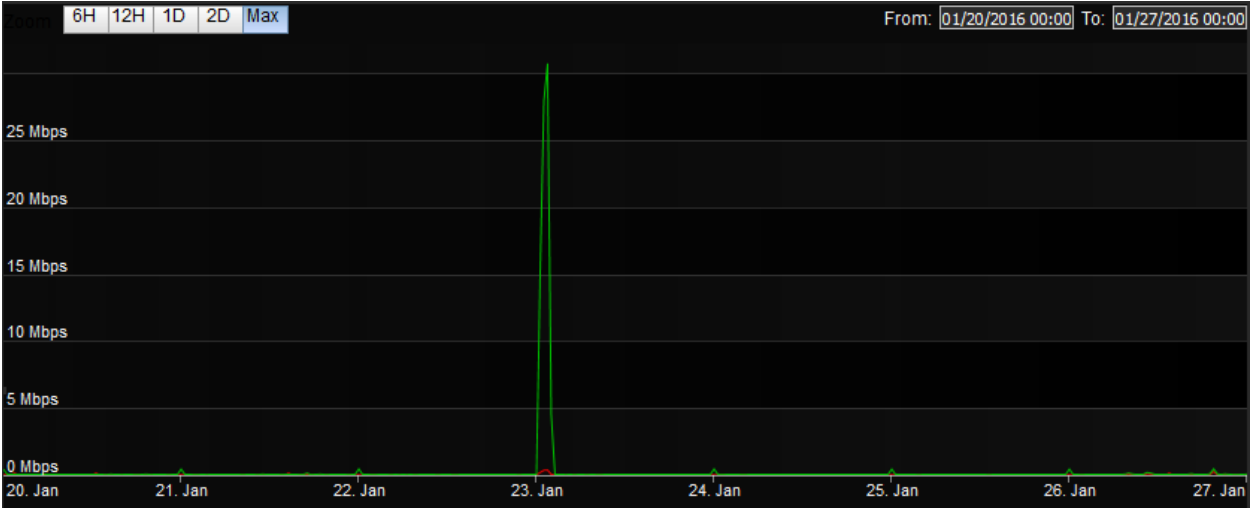


	Chart Data - Network Interface (eth0)			
	Current Week		Previous Week	
Inbound Traffic (Mbps)	Max = 0.39 Mbps	Avg = 0.01 Mbps	Max = Mbps	Avg = Mbps
Outbound Traffic	Max=33.4 Mbps	Avg = 0.3 Mbps	Max= Mbps	Avg = Mbps

Mbps)				
Reporting Period	2016-1-20 00:00:00 to 2016-1-27 00:00:00			
System Name				
System Description	Secondary PeopleSoft Financials Web Server			



	Chart Data - System Vitals			
	Current Week		Previous Week	
Availability	Avail = 100 %		Avail = %	
CPU Utilized	Max = 11.0 %	Avg= 1.08 %	Max = %	Avg= %
Memory (RAM) Utilized	Max = 18 %	Avg = 3 %	Max = %	Avg = %

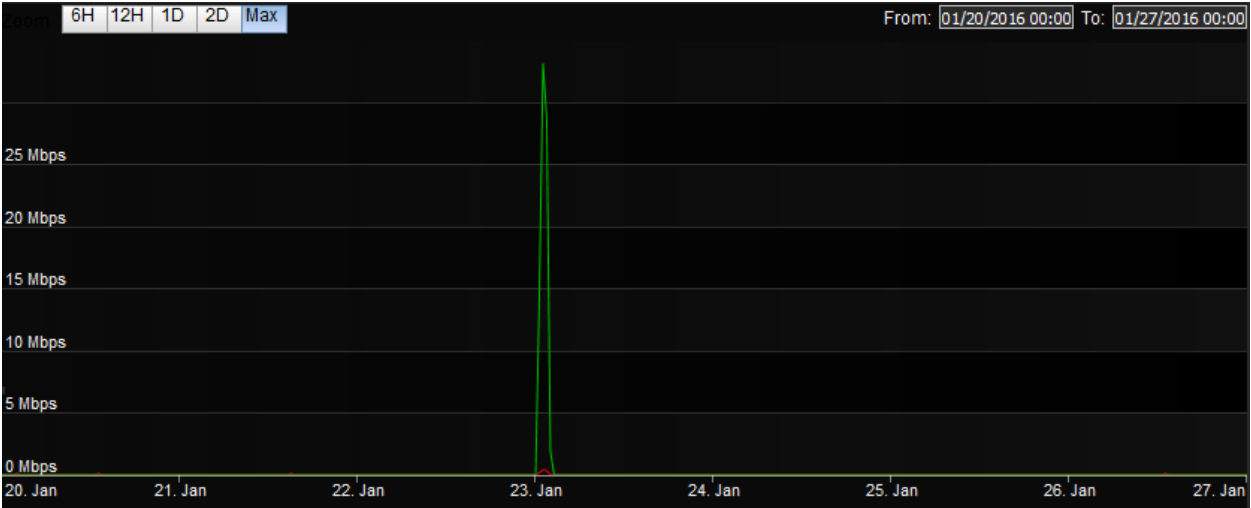


	Chart Data - Network Interface (eth0)			
	Current Week		Previous Week	
Inbound Traffic (Mbps)	Max = 0.46 Mbps	Avg = 0.01 Mbps	Max = Mbps	Avg = Mbps
Outbound Traffic (Mbps)	Max= 36 Mbps	Avg = 0.23 Mbps	Max= Mbps	Avg = Mbps

Reporting Period	2016-1-20 00:00:00 to 2016-1-27 00:00:00
System Name	NJ-MCH-DB1
System Description	Primary PeopleSoft Database Server

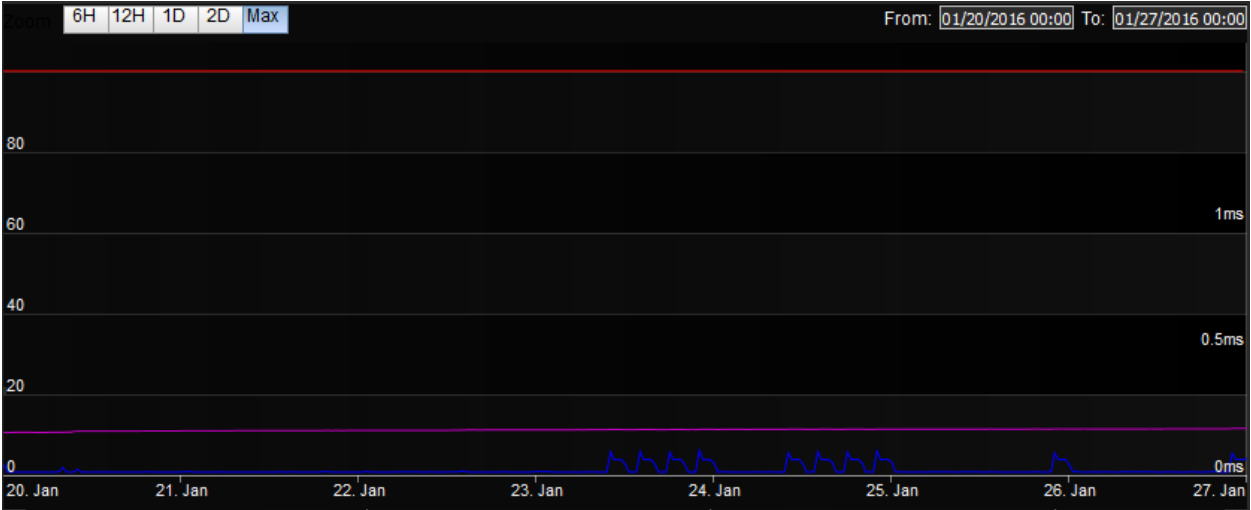


	Chart Data –System Vitals			
	Current Week		Previous Week	
Availability	Avail = 100 %		Avail = %	
CPU Utilized	Max = 7.3 %	Avg= 1.26 %	Max = %	Avg= %
Memory (RAM) Utilized	Max = 12 %	Avg = 11 %	Max = %	Avg = %

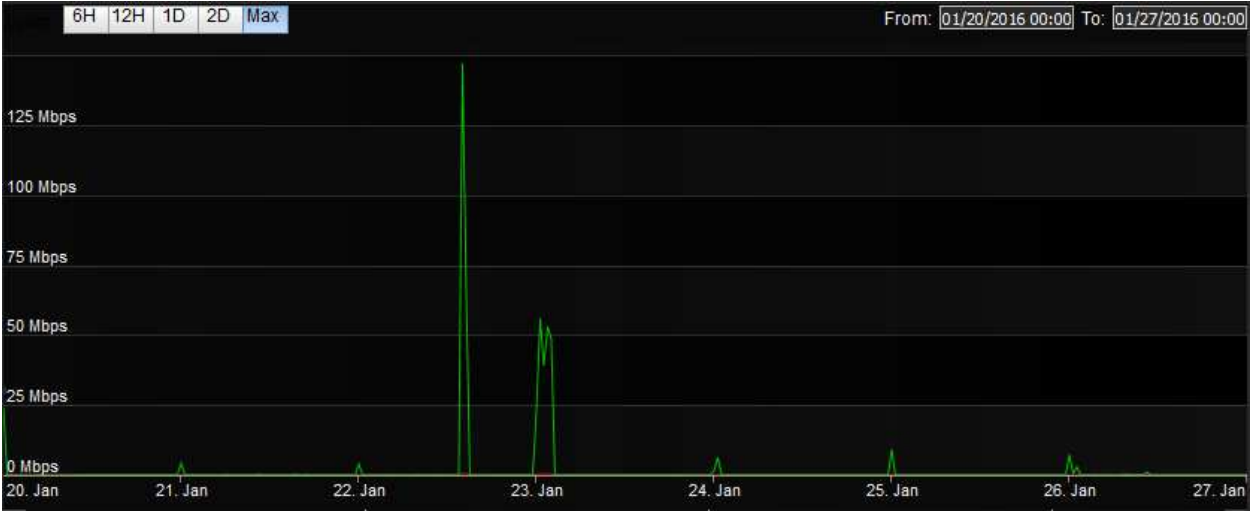


	Chart Data - Network Interface (Bond0)			
	Current Week		Previous Week	
Inbound Traffic (Mbps)	Max = 0.98 Mbps	Avg = 0.04 Mbps	Max = Mbps	Avg = Mbps
Outbound Traffic (Mbps)	Max=158.7 Mbps	Avg = 1.51 Mbps	Max= Mbps	Avg = Mbps

Reporting Period	2016-1-20 00:00:00 to 2016-1-27 00:00:00
System Name	
System Description	Secondary PeopleSoft Database Server

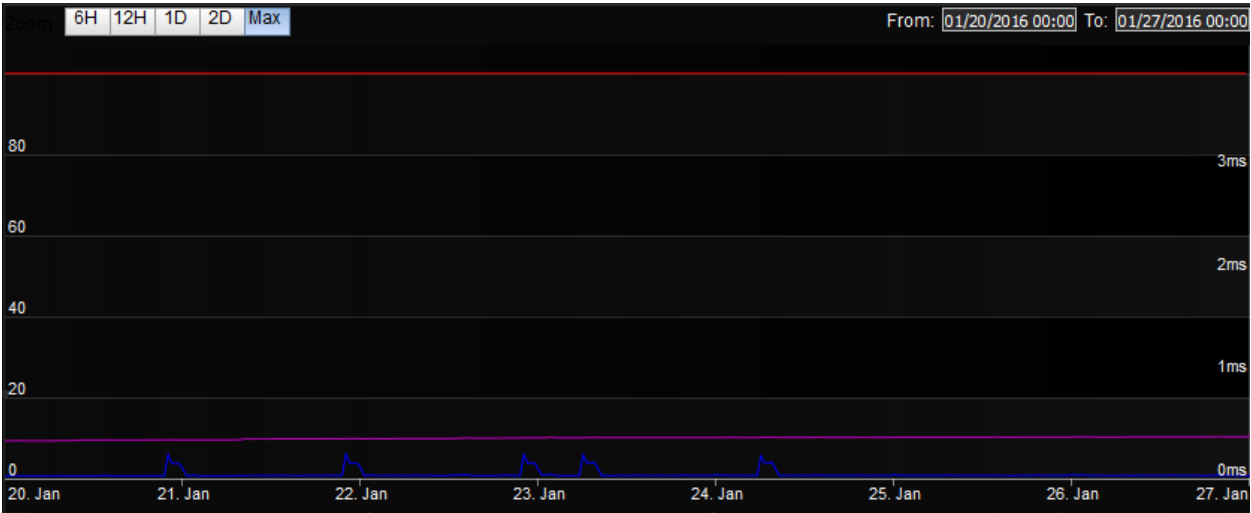


	Chart Data –System Vitals			
	Current Week		Previous Week	
Availability	Avail = 100 %		Avail = 100 %	
CPU Utilized	Max = 7.07 %	Avg= 0.97 %	Max = %	Avg= %
Memory (RAM) Utilized	Max = 11 %	Avg = 10 %	Max = %	Avg = %

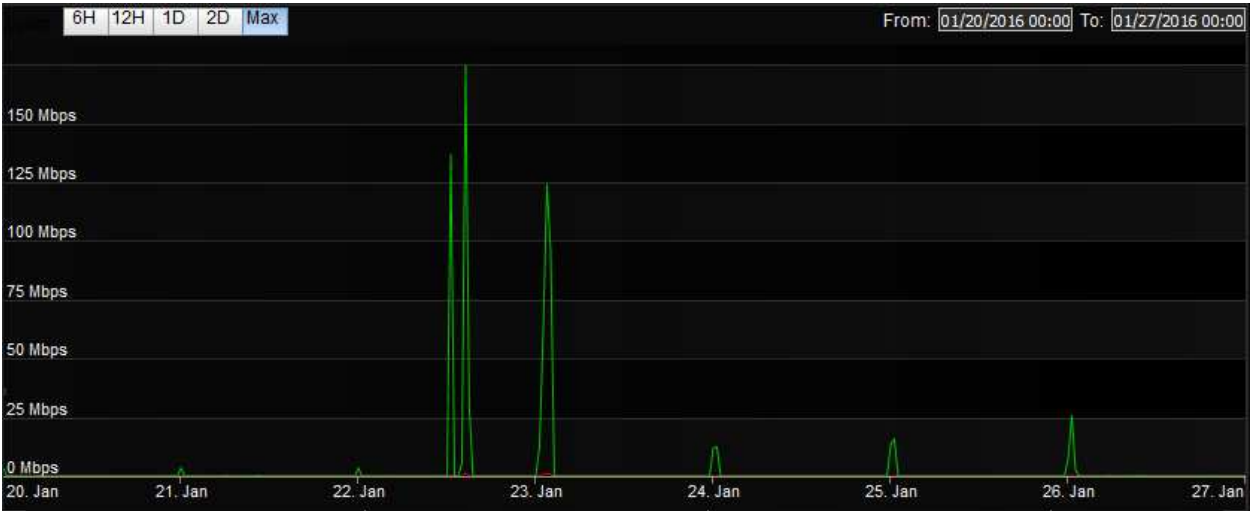


	Chart Data - Network Interface (Bond0)			
	Current Week		Previous Week	
Inbound Traffic (Mbps)	Max = 1.37 Mbps	Avg = 0.03 Mbps	Max = Mbps	Avg = Mbps
Outbound Traffic (Mbps)	Max=191.2 Mbps	Avg = 2.23 Mbps	Max= Mbps	Avg = Mbps



8.12.8 Ability to print historical, statistical, and usage reports locally.

CherryRoad can provide historical, statistical and usage reports that can be printed and viewed locally. In the near future, those reports will be available on the client portal.

8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

CherryRoad on demand deployment is supported 24x365.

8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

CherryRoad's customer self-service portal is available 24x7x365 in addition to our service desk to support client requirements.



8.13 (E) Cloud Security Alliance Questionnaires

Describe your level of disclosure with CSA Star Registry for each Solution offered.

a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.3.

CherryRoad has completed Level-1 of the CSA STAR Registry Self-Assessment with a goal of Level -2 certification completed by EOY 2016.

b. Completion of Exhibits 1 and 2 to Attachment B.

Please see:

- **Technical Response – 8.13 b – CherryRoad Exhibit 1.xls.**

c. Completion of a CSA STAR Attestation, Certification, or Assessment.

CherryRoad will complete this certification by the end of 2016.

d. Completion CSA STAR Continuous Monitoring.

CherryRoad will complete this certification by the end of 2016.



8.14 (E) Service Provisioning

8.14.1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

CherryRoad's client self-provisioning portal provides the purchasing agent with the flexibility to build servers on demand. In the event of an emergency, change handling CherryRoad change control board will review and schedule changes based on urgency, impact, and risk.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

CherryRoad solution provisioning occurs over two phases. The first is the initial onboarding and setup. Typically, this can be completed in 30-60 days from engagement start. This includes defining user access and providing initial on-boarding requirements. In the second phase or steady state, most provisioning is completed within hours via automation via the client self-service portal.



8.15 (E) Back Up And Disaster Plan

8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

CherryRoad has the ability to provide an additional retention service and retain data by entity for as long as necessary.

8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

CherryRoad maintains two geographically diverse data centers with fully redundant infrastructures. Typically, inherent disaster recovery risks occur at the application or licensing layer where certain applications are not well suited for real time replication and recovery. CherryRoad mitigates this by utilizing our expertise to work with our clients to provide solutions for these situations.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

CherryRoad uses best of breed hardware and software to ensure that data is protected in the case of a data center loss. This includes the use of SAN replication and EMC RecoverPoint, backup to EMC DataDomain appliance, use of F5 load balancers, Oracle Exadata and Exalogic Engineered systems and VMware Site Recovery Manager. CherryRoad also ensures that each data center has enough capacity in the case of a full site failure.



8.16 (E) Solution Administration

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

CherryRoad can supply or integrate into most environments. This includes Active Directory or other LDAP solutions.

8.16.2 Ability to provide anti-virus protection, for data stores.

CherryRoad includes antivirus protection as part of the standard virtual system build.

8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

All Purchasing Entity data stored within the PaaS and IaaS platforms can be provided to a successor solution provider. In the case of IaaS virtual machine files will be provided. For PaaS DB files and DB logs will be provided.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

CherryRoad can provide the ability to administer the solution to any number of individuals at any number of locations.

8.16.5 Ability to apply participating entity defined administration policies in managing solution

Administration policies can be fully customized and managed by the State.



8.17 (E) Hosting and Provisioning

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

Provisioning and automation provides the ability to allocate the various CherryRoad PaaS and IaaS resources from the physical environment necessary to support the implementation of database services that support agreed upon operational and performance characteristics through an automated process.

The following capabilities define the DBaaS Service Deployment:

- Database Client Interface – Provides the Consumer with network access to their database resources through native database protocols. Database Client Interface provides logical isolation to the database instance through authentication and authorization services.
- Database Resources – Database Resources represents the collection of capabilities required by the instantiated database instance through logical and physical compute, storage, and network services in order to run / operate the database software within the configuration defined by the service offering.
- Database Configuration – The Database Configuration represents the definition of what database characteristics and resources are allocated for the implementation of the instantiated database within a given shared service deployment model. The database configuration supports the ability of the database instance to be implemented within the different shared resource models, while allowing for appropriate segmentation and isolation from other database service consumer instances.
- Database Deployment – The Database Deployment capabilities provides for the implementation of the database instance through different implementation models supporting various service level definitions and resource segmentation approaches. These capabilities allow for the database to be deployed into different resource configurations which allows for sharing of different categories of resources that may be tuned for specific database workloads, security, and availability characteristics.
- Database Resource Segmentation – The Database Resource Segmentation capabilities allows for the operations of the database instance within a shared resource pool in a manner such that the Consumers are unaware of their participation in a multi-tenancy deployment. Database Resource Segmentation is applied through various techniques depending upon the resources to be shared, what type of isolation is required, and the deployment model to which it is applied.
- Database Resource Metrics – The resource metrics capabilities provides the IT organization with the ability to monitor and affect operational change based upon the utilization of logical and physical resources for each database instance within the shared service environment. The metrics required must support the ability to capture the utilization of resources by the individual database instances as well as the performance of the aggregated resources used to support the shared database environment. The specific metrics required will be determined by the methods in which resource utilization is charged-back to the Consumer as defined through the service offerings defined within the organizations service catalog.



8.18 (E) Trial and Testing Periods (Pre- and Post-Purchase)

8.18.1 Describe your testing and training periods that your offer for your service offerings.

CherryRoad provides both transitional and steady-state training and testing. Training will be provided for both the IAAS and PAAS service offerings. Training will focus on our clients' ability to access and request services through the CherryRoad Service/Help desk. Specifically training will be provided on how to request a service, track a service request and engage the CherryRoad Help Desk for question and answers and the mechanics of how to use our services. Training schedule will be determined through the transition and be provided quarterly once in steady-state. In regards to Testing, all clients will be required to perform some level of acceptance testing whenever CherryRoad is required to perform upgrade/updates on an individual technical stack which may impact client services. Testing schedules and releases to production would be approved by both the client and CherryRoad before any final schedules are determined.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

CherryRoad will provide an internal demo system for proof of concept for evaluation that verifies our ability to meet mandatory requirements.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Training will be provided to ensure each client understands how to access their respective system and request services. Additionally, targeted training (i.e. application, etc) can be provided at an additional cost – see rate card.



8.19 (E) Integration and Customization

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

CherryRoad PaaS and IaaS solutions accommodate most OS platforms, Windows, Linux, or Unix.

8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

CherryRoad can provide custom templates to address each purchasing agents requirements. Once complete, these custom templates can be accessed and provisioned via the self-service portal.



8.20 (E) Marketing Plan

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

CherryRoad will market our cloud services through Public Sector industry specific conferences and events for state/local government, higher education, and K-12 education, as well as NASPO sponsored conference on “How to Market to State Governments.”

In addition to industry specific events, we will conduct social media, email campaigns, webinars, and issue press releases.



8.21 (E) Related Value-Added Services to Cloud Solutions

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

Single Sign On, Secure Access and Authentication Platform

Service provides customer gateway into the cloud giving clients one entrance into their systems. back and forth authentication is seamless to end user

- Multi-factor authentication provides a secure path with strong access controls.
- Flexibility to integrate with client directories (i.e. active directory), protocols and tools.
- One secure portal within the CherryRoad Cloud.
- Streamlined access to applications with one set of credentials (Single Sign-On).
- Users can login from anywhere with any device.



8.22 (E) Supporting Infrastructure

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

CherryRoad cloud managed service offerings may require purchasing entity to provide network services required to support the requested PaaS and IaaS services. In some cases any additional technical requirements that may be required to fulfill the service procurement process.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

CherryRoad will be responsible for the installation and procurement of additional infrastructure to support purchasing agents' server and DB requirements outside of purchasing agents network connectivity.



8.23 (E) Alignment of Cloud Computing Reference Architecture

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

Cherry Road cloud architecture is directly derived and based on the NIST Cloud Computing Reference Architecture specifically for PaaS and IaaS service domains

Attachment 1 – Scope Addendum

STATE OF NEW JERSEY

PARTICIPATING ADDENDUM AND STANDARD TERMS AND CONDITIONS

Under

**NASPO ValuePoint Contract for Cloud Solutions
[State of Utah Master Contract Number AR2476]**

Scope Addendum

As set forth in Section 2.0, Scope of Participating Addendum, the scope of Products and Services that may be procured by Authorized Purchasers defined in Section 6.0(1) of this Participating Addendum (State Agencies) shall be those Products and Services established below. Contractor may only offer State Agencies the Products and Services from the following cloud service providers:

- Oracle

Contractor may also provide State Agencies cloud related Services within the scope of its Master Agreement.

For all other Authorized Purchasers, the full suite of Product and Service offerings available under the Master Agreement may be procured under this Participating Addendum.